

PUBLIC MEETING NOTICE AND AGENDA  
VILLAGE OF HUNTLEY  
VILLAGE BOARD MEETING



**THURSDAY, JUNE 14, 2012**  
**7:00 P.M.**  
**AGENDA**

1. Call to Order
2. Pledge of Allegiance
3. Public Comments
4. Consent Agenda:  
(All items listed under Consent Agenda have been discussed at the Committee of the Whole and may be approved/accepted by one motion.)
  - a) Approval of the June 14, 2012 Bill List in the amount of \$442,779.91
  - b) Referral of the Proposed Plan by Ryland Homes to Construct 86 Single Family Detached "Villas" in Pod 2 of the Talamore Subdivision to the Plan Commission to begin the formal development review and approval process.
  - c) Referral of the Proposed Site Plan and Building Elevations for Lots 4 and 5 of Regency Square Phase 2A to the Plan Commission to begin the formal development review and approval process
  - d) Approval of Ordinance (O)2012-03.09 – An Ordinance Recognizing the Acquisition of Right-of-Way adjacent to the West and East Side of Route 47 by the Illinois State Toll Highway Authority for the Route 47/I-90 Full Interchange
  - e) Approval of the Village of Huntley 2012/2013 Health Insurance Renewal
  - f) Approval of Ordinance (O)2012-06.25 – An Ordinance Ascertaining the Prevailing Rate of Wages for Laborers, Mechanics, and other Workman Engaged in the Construction of Public Works Under the Jurisdiction of the Village of Huntley
5. Consideration of Items Removed from the Consent Agenda
  - a) Approval of the May 10, 2012 Village Board Meeting Minutes
  - b) Approval of the May 17, 2012 Committee of the Whole Meeting Minutes
  - c) Approval of the May 24, 2012 Village Board Meeting Minutes
  - d) Approval of Resolution (R)2012-06.24 – Approval of the Bid Award to Elgin Granite Works for the Huntley Cemetery Columbarium Project

- e) Video Gaming
  - i. Approval of Ordinance (O) 2012-06.23 – An Ordinance Amending Ch. 110.52 (A), Ch. 112.03 (I), and Ch. 116.04 (M) of the Village Code of Ordinances to Allow for Video Gaming
  - ii. Approval of Ordinance (O) 2012-06.24 – An Ordinance Amending Ch. 114 of the Village Code of Ordinances to License Video Gaming Terminals

6. Items for Discussion and Consideration:

- a) Resolution (R)2012-06.25 – Authorization to Enter into a Real Estate Sales Contract for the Property Located at 11801 Main Street

7. Village Attorney's Report

8. Village Manager's Report

9. Village President's Report

10. Unfinished Business

11. New Business

12. Executive Session

- a) Probable or Imminent Litigation and Pending Litigation
- b) Contractual
- c) Property Acquisition, Purchase, Sale or Lease of Real Estate
- d) Appointment, Employment, Dismissal, Compensation, Discipline and Performance of an Employee of the Village of Huntley
- e) Collective Bargaining
- f) Appointment, Discipline or Removal Public Officers
- g) Appointment of a Public Officer
- h) Review of Closed Session Minutes
- i) Other

13. Possible Action on any Closed Session Item

14. Adjournment

MEETING LOCATION  
Village of Huntley Municipal Complex  
10987 Main Street  
Huntley, IL 60142

The Village of Huntley is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding accessibility of the meeting or the facilities, are requested to contact Mr. David Johnson, Village Manager at 847-515-5200. The Village Board Room is handicap accessible.



David J. Johnson, Village Manager

Agenda Item:           **Resolution (R)2012-06.25 – Authorization to Enter into a Real Estate Sales Contract for the Property Located at 11801 Main Street**

Department:           **Village Manager's Office**

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**Staff Analysis**

In accordance with Village Board direction, Staff has negotiated the purchase of the property located at 11801 Main Street. The current owner of the property is National Loan Investors, L.P. A complete copy of the contract is included as an exhibit.

**Financial Impact**

The purchase price of the property is \$115,000. Sufficient funds are available in the Municipal Buildings Fund to proceed with the purchase.

**Legal Analysis**

The Village Attorney has reviewed the Real Estate Sales Contract and all is in order for Village Board consideration.

**Action Requested**

A motion of the Village Board to approve Resolution (R)2012-06.25 – Authorization to Enter into a Real Estate Sales Contract for the Property Located at 11801 Main Street.

**Exhibit**

- Real Estate Sale Contract

## REAL ESTATE SALE CONTRACT

1. **BUYER**, Village of Huntley, an Illinois municipal corporation, agrees to buy, and **SELLER**, National Loan Investors, LP, agrees to sell and to convey, or cause to be conveyed, to Buyer or Buyer's nominee, title to the real estate hereinafter described by a recorded warranty deed (or the appropriate deed if the title is vested in a trust), and a proper bill of sale to the personal property described in Section 3, subject only to the title exceptions agreed to by Buyers in Section 5.1.

2. **LEGAL DESCRIPTION** of the real estate: Attached as Exhibit "A".

Permanent Property Index Number: 18-33-126-002

Street Address of Property: 11801 Main Street, Huntley, Illinois

3. **PERSONAL PROPERTY**. All electric, heating and central air conditioning systems and mechanical equipment; all attached fixtures as installed; all trees, shrubbery and planted vegetation; and all personal property which is not the property of the tenant.

4. **PURCHASE PRICE** is ONE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$115,000.00). Buyer agrees to pay the purchase price, plus or minus prorations, at the time of closing. This is a cash at closing transaction.

5. **TITLE INSURANCE; SURVEY.**

5.1 Title Insurance. Seller shall deliver or cause to be delivered to Buyer or Buyer's agent no less than seven (7) days prior to closing a commitment for an ALTA Form B Owner's Title Insurance Policy from Fidelity National Title in the full amount of the Purchase Price, providing for full extended coverage over all general exceptions and containing endorsements reasonably required by Buyer, which shall be updated at closing to cover the conveyance of title to Buyer, subject to: (1) Public and utility easements which underlie the perimeter of the real estate; (2) Covenants, conditions and restrictions of record, provided that they do not contain a reverter or right of re-entry; (3) Zoning and building laws, building lines use and occupancy restrictions; and (4) General real estate taxes not yet due.

5.2 Survey. Within thirty (30) days of the acceptance date of this contract, Seller shall provide to Buyer, at Seller's sole cost and expense: (a) a current survey of the property made in accordance with the Minimum standard Detail Requirements as adopted by ALTA/ACSM (1986 Class A), certified to Buyer containing such information and detail as is sufficient to obtain extended title insurance coverage over survey exceptions, prepared by a land surveyor registered in the State of Illinois and confirming that no part of the Property is situated in a flood plain, wetlands or other special environmentally

controlled, regulated or protected area and such other matters as Buyers may request.

5.3 Buyer's obligation to purchase the property shall be subject to the condition of title and study being satisfactory in form and substance to the Buyer. If the condition of the survey and/or the title is not satisfactory to Buyer, Buyer may so notify Seller in writing and may terminate the contract.

**6. SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller represents and warrants as follows:

(a) The Seller has not received notice from the United State Army Corp. of Engineers that the real estate has been designated a wetland;

(b) Except as disclosed to Buyer, the property is not subject to any lease agreement(s);

(c) The Seller has not received notice of any ordinance or building code violation or of any pending or contemplated special assessment from any governmental body in connection with the real estate;

(d) To the extent of the actual knowledge of Seller and without any specific investigation or inquiry, there are no hazardous waste or underground storage tanks located on the property and Seller has not been advised of and has not actual knowledge of any environmental hazards existing on the property;

**7. INSPECTION.** From and after the acceptance of the contract, the Buyer, it's employees, representatives and agents shall have the right to enter upon the property and to make such inspections, tests and studies as deemed necessary. Buyer shall indemnify Seller from all loss, liability, cost and expense arising in connection with any such inspections, tests and studies except for the environmental/soil studies. If Buyer is not satisfied with the results of said inspections, test and studies, then by no later than 30 days from the acceptance date of the contract, Buyer may, by written notice to Seller, terminate the contract. If Buyer does not so notify Seller, then the contract will continue in full force and effect. Concurrent with the execution of this contract, Seller shall deliver to Buyer the following, if any exist: a. all existing leases or tenancies covering any portion of the property; b. any contracts, licenses, or agreements which will be binding upon or Buyer after conveyance of the property; c. any notices and correspondence regarding the propety from any governmental authority; d. any and all soil, topographical, environmental or hazardous substance studies, tests, or reports which Seller or it's agents possess or control; e. all unrecorded easements and grants of property rights; f. existing surveys of the property.

**8. CONDITION AND REPAIR.** At the time of closing, Seller agrees to deliver possession of the real estate in the same condition as it is at the acceptance date of this

contract, ordinary wear and tear excepted.

**9. OPERATION OF THE PROPERTY.** Pending the closing, Seller will not (a) amend or modify any existing agreement relating to the property, (b) enter into any new lease or any agreement relating to the property, or (c) further encumber or grant any interest in the property.

**10. ENVIRONMENTAL/SOIL STUDY.** Buyer, at its sole expense, shall be permitted to have an environmental audit/study performed on the property. Specifically, but not by way of limitation, Buyer shall be permitted to have not more than four soil borings done to confirm that any underground storage tanks located on the property have not caused environmental hazards. If the soil tests determine that there are environmental hazards emanating from or otherwise associated with any underground storage tanks, Buyer may declare this agreement null and void. Additionally, Buyer shall be permitted to have an environmental assessment performed in regard to asbestos. If said assessment determines that asbestos remediation is required, Buyer may declare this agreement null and void. The studies identified in this paragraph 10 shall be completed by Buyer within thirty (30) days of the date of acceptance. Any notice to terminate this agreement shall be provided to Seller within seven (7) calendar days of the expiration of the thirty day period or it will be presumed that this paragraph is waived.

**11. BROKERS.** Seller shall be responsible for the payment of any brokerage commission due with regard to the sale of the property to Buyer.

**12. LAND TRUSTS.** If title to the real estate, if held by an Illinois Land Trust and the Seller named in this contract is not the Trustee, the Seller represents and warrants to Buyer that it holds and owns the entire power of direction to said Land Trust.

**13. PRORATIONS.** All prorations will be prorated as of closing. Real estate taxes shall be prorated in the amount of 105% of the most current annual property tax payment.

**14. EXPENSES.** Seller shall pay all title charges (including charges for extended coverage and endorsements reasonably required by Buyers), survey expenses, transfer taxes, recording fees for release of Seller's mortgage, one-half (1/2) of all escrow fees and all other customary seller's expenses. Buyers shall pay all costs associated with its pre-closing investigations, except as set forth in paragraph 10, engineering study, financing and one-half (1/2) of all escrow fees. The parties shall each pay the fees and expenses of their respective legal counsel.

**15. STAMP TAX** Seller shall pay the amount of any stamp tax imposed by State law or local ordinance on the transfer of the title and shall furnish a completed Real Estate Transfer Declaration signed by the Seller or the Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois and local ordinance.

**16. RISK OF LOSS.** The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be applicable to this contract.

**17. ESCROW OPTION.** At the election of Seller or Buyer, upon notice to the other party not less than 10 days prior to the time of closing, this sale shall be closed through an escrow with a trust company licensed to do business in Illinois with such special provisions inserted in the escrow agreement as may be required to conform with this contract. Upon the creation of such an escrow, anything herein to the contrary notwithstanding, payment of purchase price and delivery of deed shall be made through the escrow and this contract and the earnest money shall be deposited in the escrow. The cost of the escrow shall be paid one-half by both Seller and Buyer.

**18. TIME.** Time is of the essence of this contract.

**19. NOTICES.** All notices, demands, elections and waivers ("Notice") shall be in writing. Unless otherwise specified in a rider to this contract, the mailing (by certified or regular mail, postage prepaid) or personal delivery or "FAX" of a notice to a party at the address in this contract or to the attorney for the respective party, shall be sufficient service thereof to said party. Any notice mailed or faxed as provided herein shall be deemed to have been given or made on the date of mailing or faxing. Notice to any one of a multiple person party shall be sufficient service to all.

**20. CLOSING.** Closing shall be take place within fifteen days of the expiration of inspection period set forth in paragraph 7 but shall not be scheduled until Seller has provided satisfactory title and survey as set forth in paragraph 5.

**21. POSSESSION.** Seller shall deliver possession to Buyer at the time of closing.

**29. ATTORNEY REVIEW.** Each party shall have seven calendar days from the date of acceptance to have this contract reviewed by their respective attorney. With the exception of purchase price, each party, within said seven day period, shall have the right to request modifications or amendments to this contract. If either party makes any such request for a modification or amendment, the other party shall either agree to any such request or modification or shall notify the requesting party that the modification or amendment is not acceptable and shall thereafter have the right to declare the contract null and void. The failure to respond to a request for a modification or amendment shall be construed as a rejection of the request.

**30. COMPLETE AGREEMENT.** This is the full and complete agreement of the parties. Any prior negotiations, including the letter of intent dated May 31, 2012, are superceded by this agreement. Any modification of this agreement must be in writing and must be signed by both of the parties hereto.

**31. BINDING EFFECT.** The parties signing this agreement represent that each has the lawful authority to sign this agreement.

OFFER DATE \_\_\_\_\_ ACCEPTANCE DATE \_\_\_\_\_

BUYER:

SELLERS:

\_\_\_\_\_

\_\_\_\_\_

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## LEGAL DESCRIPTION

Part of the East Half of the Northwest Quarter of Section 33, Township 43 North, Range 7 East of the Third Principal Meridian, bounded and described as follows: Beginning at a point on the South line of Main Street as platted on the Original Plat of the Village of Huntley Station, made by Thomas S. Huntley and recorded in the Recorder's Office of McHenry County, Illinois, in Book 7 of Deeds, on page 43, said point being in range of a line with the West line of Woodstock Street, as shown on said Plat, and 33 feet South of the North line of the said East Half of the Northwest Quarter of said Section 33 and running thence South on a line in range of a line with the West line of Woodstock Street, 70 feet; thence West parallel with the said South line of Main Street, 30 feet, thence North 70 feet to the said South line of Main Street; thence East along the said South line of Main Street 30 feet to the place of beginning, in McHenry County, Illinois.

**RESOLUTION GRANTING AUTHORIZATION  
TO ENTER INTO A REAL ESTATE SALES CONTRACT  
FOR THE PROPERTY LOCATED AT  
11801 MAIN STREET**

**DRAFT**

**Resolution (R)2012-06.25**

WHEREAS, the Village of Huntley, an Illinois municipal corporation has made an offer to purchase the property at 11801 Main Street, Huntley, IL; and

WHEREAS, National Loan Investors, LP as agreed to sell and to convey the property at 11801 Main Street, Huntley, IL for the purchase price of \$115,000; and

WHEREAS, the Village of Huntley has determined that it is in the best interest to enter into a real estate contract for the property at 11801 Main Street, Huntley, IL.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HUNTLEY as follows:

SECTION I: The Village Board of Trustees authorizes the Village President to enter into a Real Estate Sales Contract, attached here, for the property located at 11801 Main Street, Huntley, IL in the amount of \$115,000.00.

SECTION II: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

SECTION III: All Resolutions and parts of resolutions in conflict herewith are hereby repealed.

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Fender	_____	_____	_____	_____
Trustee Hahn	_____	_____	_____	_____
Trustee Hanson	_____	_____	_____	_____
Trustee Kanakaris	_____	_____	_____	_____
Trustee Leopold	_____	_____	_____	_____
Trustee Piwko	_____	_____	_____	_____

PASSED and APPROVED this 14<sup>th</sup> day of June 2012.

APPROVED:

ATTEST :

\_\_\_\_\_  
Village President

\_\_\_\_\_  
Village Clerk