



## MEMORANDUM

**TO:** Mayor Diane Wolfe Marlin and Members of City Council  
**FROM:** Scott R. Tess, Sustainability & Resilience Officer  
**DATE:** October 27, 2021  
**RE:** Sale of City-Owned Real Estate

### Action Requested

Approval of AN ORDINANCE AUTHORIZING SALE OF CITY-OWNED REAL ESTATE.

### Background and Facts

Staff has found that the City has owned a number of real estate parcels for which it has made no use for some time. These parcels cost the City money to provide structure and landscape maintenance while providing no real estate tax revenue.

Sec. 2-118 of the City of Urbana Code of Ordinances provides the following requirements to sell real estate owned by the City:

- That “a public hearing is held on the question of the sale before the city council or some regular standing committee of the council, and provided further that notice that such public hearing will be held is published in a local newspaper having a general circulation within the city, at least fifteen (15) days prior to the holding of such meeting;”
- That such real estate “may be sold in any manner prescribed by the city council in an ordinance authorizing such sale;”
- That such ordinance “shall expressly find and declare that the real estate, or interest therein, that is therein authorized to be sold is no longer needed for governmental purposes, or proprietary activity of the city;” and
- That such ordinance “shall require a three-fourths vote of all the alderpersons then holding office and the mayor.”

1407 Wiley Drive Urbana, IL 61801 (PIN: 92-21-16-352-006)

The Grants Management Division of the City of Urbana purchased this property in 2019 through a judicial deed. The City has put a new roof on the property and expended funds on other maintenance needs. The Grants Management Division has determined this property does not serve their current program needs and is surplus.

809 Glover Avenue, Urbana, IL 61802 (PIN: 92-21-16-181-007)

The City of Urbana purchased this property for future expansion of facilities serving the Public Works Department. Subsequently, additional real estate was purchased which better suited the needs of expansion at Public Works. The recent Facilities Master Plan identified this property as surplus.

1811 East Florida Avenue, Urbana, IL 61802 (PIN: 92-21-16-481-061)

The Wabash Railroad deeded this parcel to the City in 2000 as the Railroad no longer used this particular rail line. The City has made no use of the property since.

1106 North Wright Street, Urbana, IL 61801 (PIN: 91-21-07-251-002)

The Grants Management Division of the City of Urbana purchased this property decades ago for purposes unknown to current staff. The Grants Management Division has determined this property does not serve their current program needs and is surplus.

### **Financial Impact**

The City will save a modest amount of money each year as the City would no longer have to mow the turf grass or maintain the structures of these properties. Additionally, these parcels will generate a modest amount of property tax revenue.

### **Recommendations**

It is recommended Council approve AN ORDINANCE AUTHORIZING SALE OF CITY-OWNED REAL ESTATE.

**AN ORDINANCE AUTHORIZING SALE OF CITY-OWNED REAL ESTATE  
(1407 Wiley Drive; 809 Glover Avenue; 1811 East Florida Avenue; 1106 North Wright Street)**

**WHEREAS**, the City of Urbana (hereinafter, the “City”) is an Illinois home rule unit of local government pursuant to Section 6 of Article VII of the Illinois Constitution of 1970 and the Statutes of the State of Illinois; and

**WHEREAS**, the City owns the parcels of real estate commonly known as 1407 Wiley Drive, 809 Glover Avenue, 1811 East Florida Avenue, and 1106 North Wright Street; and,

**WHEREAS**, Urbana City Code Section 2-118(a) provides that any real estate owned by the City may be sold in any manner prescribed by the City Council in an ordinance authorizing such sale; and

**WHEREAS**, the City now desires to sell at auction the parcels of real estate commonly known as 1407 Wiley Drive, 809 Glover Avenue, 1811 East Florida Avenue, and 1106 North Wright Street; and

**WHEREAS**, the City Council held a public hearing on the question of the sale on November 1, 2021, after due and proper notice of such public hearing having been given by publication in *The News Gazette*, a newspaper having a general circulation within the City, such publication date being at least 15 days prior to the date of the public hearing; and,

**WHEREAS**, the City Council, after due consideration, finds the sale of the parcels of real estate by public auction is necessary, desirable, and in the best interests of the City.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

**Section 1.** The City Council hereby expressly finds that the parcels of real estate commonly known as 1407 Wiley Drive, 809 Glover Avenue, 1811 East Florida Avenue, and 1106 North Wright Street are no longer necessary or required for governmental purposes or proprietary activity of the City, or in the best interests of the City to retain.

**Section 2.** The sale by public auction of the parcels of real estate identified in Section 1 above, and legally described below, is hereby authorized and approved substantially on such terms as contained in a Contract For Sale of Real Estate (“Contract”), the form of which is attached hereto and incorporated herein:

A. PIN: 92-21-16-352-006 Commonly known as: 1407 Wiley Drive, Urbana, IL

Lot 79 in Fairlawn Park Fourth Addition to the City of Urbana, as per Plat recorded April 16, 1952, as Document Number 490417 in Plat Book "K" at Page 18, situated in Champaign County, Illinois.

B. PIN: 92-21-16-181-007 Commonly known as: 809 Glover Avenue, Urbana, IL

Lot 5 in Modern Research Industries Subdivision, as per Plat recorded in Plat Book "L" at Page 75, situated in the City of Urbana, in Champaign County, Illinois.

C. PIN: 92-21-16-481-061 Commonly known as: 1811 East Florida Avenue, Urbana, IL

Outlot 3 and Outlot 4 of Wabash Railroad Subdivision Number 3, as per Plat recorded June 27, 2000, as Document Number 2000R14011, situated in the City of Urbana, Champaign County, Illinois.

D. PIN: 91-21-07-251-002 Commonly known as : 1106 North Wright Street, Urbana, IL 40 feet off of the South side of Lot 6 in Block 10 in Seminary Addition to the City of Urbana, as per Plat recorded in Deed Record “Y” at Page 208, situated in Champaign County, Illinois.

**Section 3.** That the Contract For Sale of Real Estate (“Contract”) in substantially the form as attached hereto and incorporated by reference herein be and the same is hereby authorized and approved for use in the sale of the parcels identified in Section 1 above.

**Section 4.** That for and on behalf of the City, the Mayor is hereby authorized to execute and deliver Contracts for the sale of the parcels identified in Section 1 above and the City Clerk is hereby authorized to attest the execution of such Contracts. That from and after the effective date of this Ordinance, the proper officers, employees, and agents of the City are hereby authorized, empowered, and directed to do all such acts and things and to execute and deliver all such supplemental documents and instruments as may be necessary to accomplish the purposes of the Contracts and this Ordinance in accordance with the respective terms, conditions, and undertakings thereof, including the execution, acceptance, delivery, and recordation of agreements, deeds, and other instruments pertaining to the conveyance of the Real Estate in connection with the Contracts.

**Section 5.** This Ordinance shall be in full force and effect from and after its passage. This Ordinance having been passed by the affirmative vote, the “ayes” and “nays” being called, of no less than three-fourths of all the alderpersons then holding office and the Mayor at a meeting of the City Council.

**PASSED BY THE CITY COUNCIL** this \_\_\_\_\_ Day of \_\_\_\_\_, 2021.

AYES:

NAYS:

ABSTAINS:

\_\_\_\_\_  
Phyllis D. Clark, City Clerk

**APPROVED BY THE MAYOR OF THE CITY OF URBANA, ILLINOIS** this \_\_\_\_ Day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Diane Wolfe Marlin, Mayor

## CONTRACT FOR SALE OF REAL ESTATE

This Contract for Sale of Real Estate ("Contract") is made between the undersigned buyer (the "Buyer"), and the City of Urbana, Illinois, an Illinois Municipal Corporation (the "Seller") (collectively the "Parties"), and is effective on the last date signed by a party hereto.

### WITNESSETH

The Parties agree as follows:

1. **Premises.** The Seller agrees to sell and the Buyer agrees to purchase the real estate (the "Premises") located at \_\_\_\_\_, Urbana, Illinois, and having a permanent index number of \_\_\_\_\_, together with all improvements and appurtenances thereon, if any. The legal description of the Premises is attached hereto as Exhibit A and is made a part hereof.
2. **Purchase price.** The purchase price is \$\_\_\_\_\_, minus credits and prorations allowed by the Parties under this Contract. The purchase price is due and payable in cash or cashier's check at the closing. As a further material part of the consideration for the purchase of the Premises, Buyer agrees to obtain a Certificate of Occupancy or demolish the structure located on the Premises as set forth in Section 15 of this Contract. Buyer shall be deemed in Default under this Contract if Buyer shall fail, within 180 days from and after the date of closing, to bring the property into compliance with Urbana City Codes, including obtaining any necessary permits to perform work associated with bringing the property into compliance, and obtaining such certificate of occupancy or demolishing the structure.
3. **Condition of Premises.** Buyer acknowledges having inspected the Premises and improvements thereon, if any, and being acquainted with the condition thereof. Except as provided in section 11, the Buyer accepts the Premises in its "**AS-IS**" condition without any representation or warranty by Seller concerning such condition and without any obligation on the part of the Seller to make any alterations, repairs or other improvements. Seller disclaims all warranties express or implied as to the condition of the Premises. Buyer shall have the right to inspect the Premises during the 48-hour period immediately prior to possession.
4. **Deeds.** The Seller shall convey the Premises to the Buyer by a good and sufficient Special Warranty Deed, subject only to those exceptions listed in section 6(B), to be delivered to Buyer at the closing of this transaction upon Buyer's compliance with the terms of this Contract. At the time of closing of this transaction, the Buyer shall execute a Special Warranty Deed that conveys the Premises back to the Seller. The Seller shall place this Special Warranty Deed in escrow with the Seller's Public Works Department ("Escrow Agent"). If the Buyer obtains a Certificate of Occupancy or demolishes the structure as required by Sections 2 and 15 of this Contract, the Escrow Agent shall deliver the Special Warranty Deed to the Buyer. If the Buyer Defaults under the terms and conditions of this Contract by failing to obtain a Certificate of Occupancy or demolishing the structure as required by Sections 2 and 15 of this Contract, or as provided in any modification to this agreement, the Escrow Agent may record the Special Warranty Deed in the Office of the Champaign County Recorder of Deeds and retake possession of the Premises and any improvements thereon.

**5. Encumbrances.** Seller expressly warrants that no contracts for the furnishing of any labor or materials to the Premises, and no security agreements or leases in respect to any goods or chattels that have been or are to become attached to the Premises as fixtures will, at the time of closing, be outstanding and not fully performed and satisfied, and further warrants that there are not and will not, at the time of closing, be any unrecorded leases or contracts relating to the Premises, except as heretofore disclosed to Buyer. Seller expressly warrants that there is no pending re-zoning, re-assessment or special assessment proceedings affecting the Premises.

**6. Title.**

- A. Within a reasonable time before closing, as evidence of title, the Seller shall deliver to the Buyer a copy of the title insurance policy issued to the Seller in connection with its acquisition of the Premises.
- B. At closing, the Seller shall provide good and merchantable title, subject only to general real estate taxes not due and payable at the time of closing, liens of special assessments, zoning laws and building ordinances, easements apparent or of record that do not underlie the improvements, covenants, conditions, encumbrances, and restrictions of record that do not restrict reasonable use of the Premises and the Certificate of Occupancy requirement contained in Sections 2 and 15 of this Contract. The Seller also shall execute and deliver to the Buyer any affidavit, statement, or other document normally required by the title insurance company as a condition for issuance of the title insurance policy provided for above.
- C. If Buyer obtains title evidence which discloses exceptions other than those permitted, the Buyer shall give written notice of such exceptions to the Seller within a reasonable time. The Seller will have a reasonable time to have such title exceptions removed, or, any such exception that may be removed by the payment of money may be cured by deduction from the purchase price at the time of closing. If the Seller is unable to cure such exception, the Buyer may terminate this agreement or take the title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount upon giving the Seller notice of such election and tendering performance on the Buyer's part.

**7. Taxes and assessments.** The Premises, while owned by Seller, has been exempt from payment of real estate taxes in accordance with 35 ILCS 200/15-75. Upon the closing of the transaction, the Premises will be subject to real estate taxes. Buyer shall be responsible for any and all real estate taxes accruing on and after the date of closing. The Seller represents to the Buyer that no bills for utilities or other taxes associated with the Seller's possession and use of the Premises will be outstanding and not fully satisfied at the time of closing.

**8. Inspections.** All inspections required by Buyer or Buyer's lender shall be at Buyer's expense unless otherwise expressly provided in this Contract.

**9. Closing; possession.** The Parties shall hold the closing no later than 30 days after the effective date of this Contract. The closing will take place at the Urbana City Building, 400 S. Vine Street, Urbana, Illinois, 61801, or at such other place as the parties may agree. The Seller shall deliver possession of the Premises to the Buyer concurrently with the closing of this transaction.



10. **Personal Property.** No items of personal property are included in this sale.

11. **Environmental disclosure.** The Seller has disclosed to the Buyer any and all information known to the Seller of any environmental condition that may affect the marketability or usability of the Premises. If the Buyer becomes aware of the existence of any environmental concern or violation of any environmental law or regulation not previously disclosed at any time prior to closing that affects either the value of the Premises or its use for a commercial or residential purpose, the Buyer may terminate this agreement by written notice to the Seller.

12. **Other disclosures.** Prior to signing this agreement, the Buyer has received a completed Lead-Based Paint Disclosure and the EPA Pamphlet, "Protect Your Family from Lead in Your Home."

13. **Entire agreement.** This Contract constitutes the entire agreement between the Parties, supersedes all other agreements or understandings between them pertaining to the matter of this agreement, and may not be modified except by a writing signed by both Parties. The exhibit to this Contract is incorporated herein by this reference thereto.

14. **Notices.** Except where the terms of this Contract expressly provide otherwise, the Parties shall give all notices required or permitted by this Contract in writing, addressed as set forth below, unless another address is provided in writing. Notices will be deemed given when personally delivered; deposited in the U.S. mail, postage prepaid, first class; or delivered to a commercial courier.

Buyer

Seller

Public Works Director  
City of Urbana  
706 South Glover Avenue  
Urbana, Illinois 61802

15. **Code Compliance.** The single-family residence located on the Premises is unsafe and dangerous, has unsafe equipment, and is unfit for human occupancy. The Buyer shall bring the property into Code compliance and obtain a Certificate of Occupancy from the City or demolish the structure no more than one hundred eighty (180) days after the date of closing of this transaction. Buyer shall obtain all necessary permits for work performed on the Premises as may be required by Urbana City Code. During the one hundred eighty (180) day period, the Seller shall not take enforcement action against the Buyer for any life and safety code violations on the Premises, unless the condition of the Premises so deteriorates that it becomes an imminent danger to the public. This section will survive the closing and will not merge with the deed.

16. **Survival of agreement.** All of the covenants, warranties, representations, and agreements contained in this Contract that were not performed at the time of the closing will survive such closing for one year and will not merge with the deed. A party that violates any such covenants, warranties, representations, or agreements shall indemnify and defend the other party against all claims, liability, or damage, including without limitation reasonable attorney's fees and costs, arising from such violation, and such obligation will not merge with the deed.

The parties are signing this agreement on the dates indicated opposite their signatures.

**Buyer:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Name

\_\_\_\_\_  
Dated

**Seller:**

By: \_\_\_\_\_  
Diane Wolfe Marlin  
Mayor

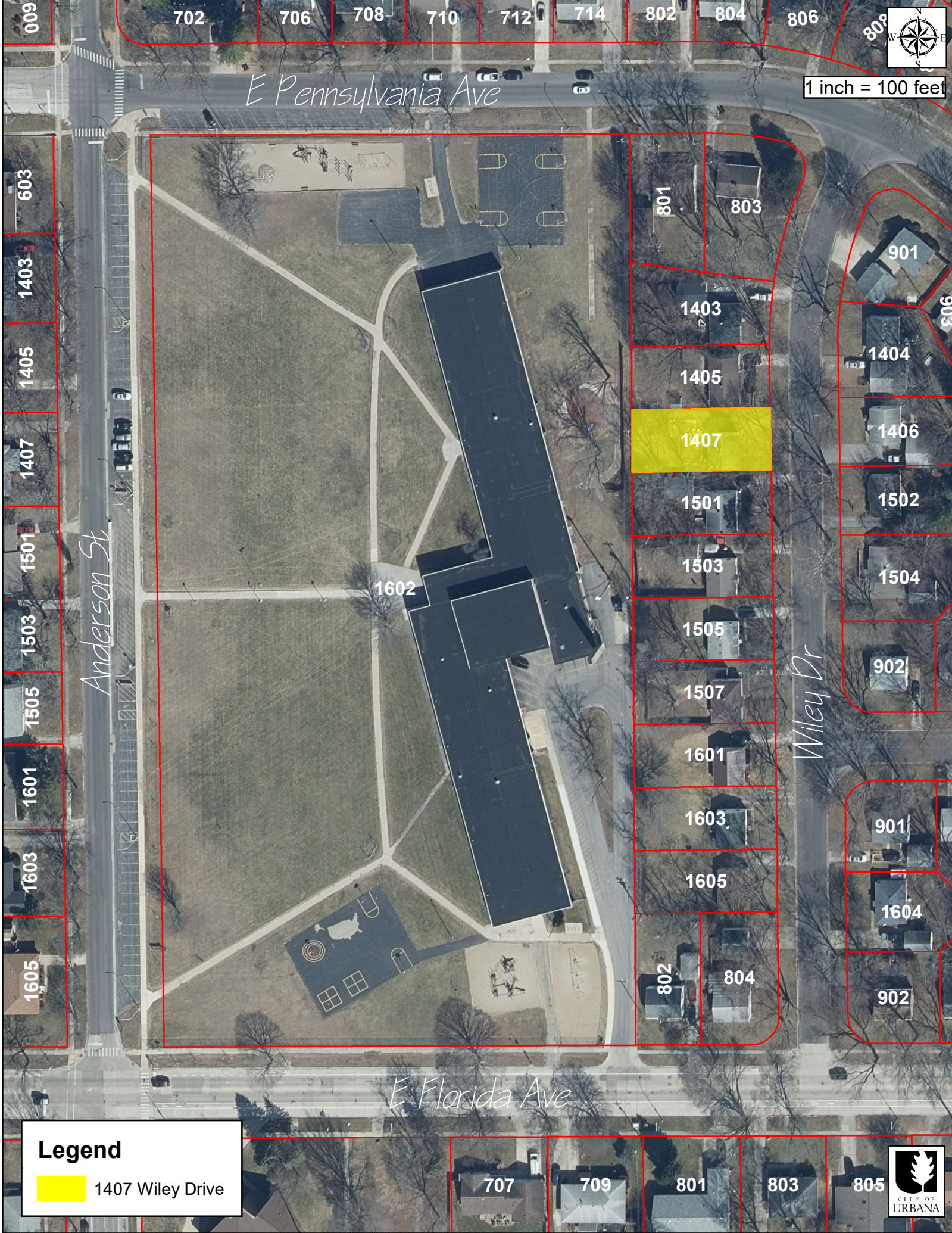
\_\_\_\_\_  
Dated

**ATTEST:**

\_\_\_\_\_  
Phyllis D. Clark  
City Clerk  
Ordinance No. \_\_\_\_\_

Exhibit A:        Legal Description

Exhibit A  
Legal Description



702

706

708

710

712

714

802

804

806

808



1 inch = 100 feet

*E Pennsylvania Ave*

009

603

1403

1405

1407

1501

1503

1505

1601

1603

1605

*Anderson St*

1602

801

803

1403

1405

1407

1501

1503

1505

1507

1601

1603

1605

802

804

*Wiley Dr*

901

903

1404

1406

1502

1504

902


901

1604

902

*E Florida Ave*

**Legend**

 1407 Wiley Drive

707

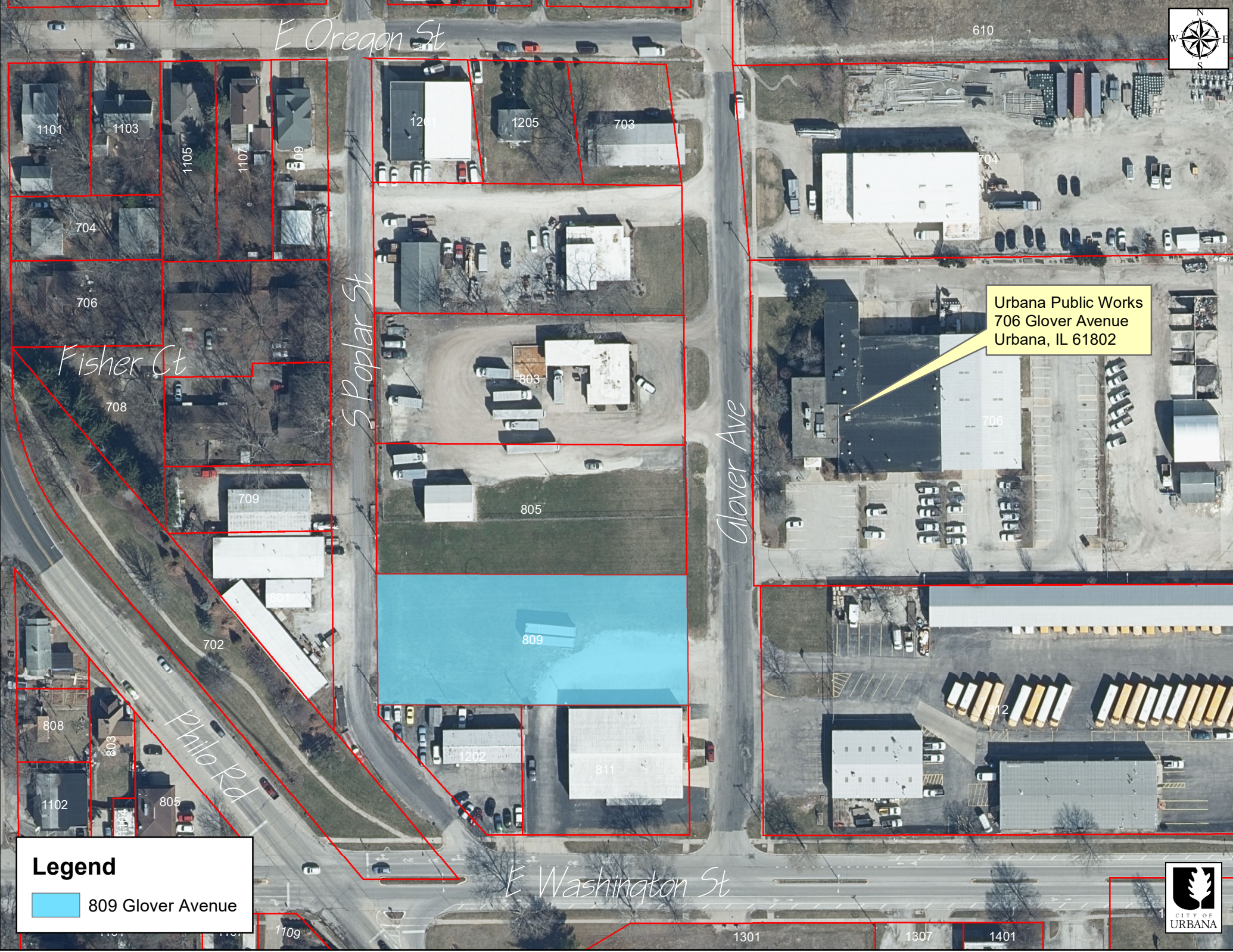
709

801

803

805





610

1101

1103

1105

1107

809

1200

1205

703

704

706

Fisher Ct

708

709

702

808

803

1102

805

Philb Rd

1109

803

805

809

1202

811

E Washington St

Glover Ave

704

Urbana Public Works  
706 Glover Avenue  
Urbana, IL 61802

706

812

1301

1307

1401


### Legend

 809 Glover Avenue





**Legend**

 1811 E. Florida Avenue





Eads St

N Wright St

N Romine St

Beech St

1411

1409

1407

1405

1403

1401

1105

1106

1412

1410

1408

1406

1404

1402