

**ORDINANCE NO. 05-04-26 B**

**ORDINANCE AUTHORIZING SALE  
OF MUNICIPALLY OWNED REAL PROPERTY  
PURSUANT TO THE ILLINOIS TAX INCREMENT  
ALLOCATION REDEVELOPMENT ACT (TIF ACT)**

**ADOPTED BY THE CITY COUNCIL  
OF THE CITY OF MENDOTA, ILLINOIS**

Published in pamphlet form by authority of the City Council of the City of Mendota, Illinois  
this 4<sup>th</sup> day of May, 2026.

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PURSUANT TO THE ILLINOIS TAX INCREMENT  
ALLOCATION REDEVELOPMENT ACT (TIF ACT)**

WHEREAS, the City of City of Mendota owns the following described real property:

SEE ATTACHED LEGAL DESCRIPTION

which real property is generally located at 1205 Jefferson Street, Mendota, Illinois 61342 and is currently vacant (Real Property); and

WHEREAS, the City Council of the City have determined that it is no longer necessary, appropriate, or in the best interests of the City that it retain title to the Real Property, and that the Real Property is not required for the use of, or profitable to, the Municipality; and

WHEREAS, the Illinois Tax Increment Allocation Redevelopment Act authorizes the conveyance of municipal owned real estate in a manner and as such price as the municipality determines is reasonable and necessary to achieve the objectives of the TIF Redevelopment Plan and Project (65 ILCS 5/11-74.4-4);

WHEREEAS, the City of Mendota advertised for bids said notice having been posted in the Mendota Reporter on March 4, 2026;

WHEREAS, HABITAT FOR HUMANITY of LaSalle-Bureau-Putnam Counties submitted the bid of One Dollar (\$1.00) with the proposal to build a single family home on the property to be completed in 2026.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of City of Mendota, La Salle County and State of Illinois, as follows:

Section One: The foregoing recitals are incorporated herein as findings of the City Council.

Section Two: The City of Mendota accepts the bid of One Dollar (\$1.00) based on the proposal of March 25, 2026 and the conditions contained therein, which is attached hereto and made a part of this Ordinance.

Section Three: The Mayor and the Clerk are hereby authorized, respectively, to execute and attest such other documents as may be necessary for the conveyance herein authorized to HABITAT FOR HUMANITY of LaSalle-Bureau-Putnam Counties.

Section Four: This Ordinance of approving the sale is dependent upon an agreement of sale between the City and HABITAT FOR HUMANITY of LaSalle-Bureau-Putnam Counties.

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

PASSED THIS 4<sup>th</sup> day of May, 2026.

AYES: 7

NAYS: 0

ABSENT: 1

ABSTAIN: 0

A handwritten signature in cursive script, reading "David W. Boelk", written over a horizontal line.

DAVID BOELK, Mayor

ATTEST:

A handwritten signature in cursive script, reading "Emily McConville", written over a horizontal line.  
EMILY MCCONVILLE, City Clerk



**EXHIBIT A**

LOT FIVE (5) IN BLOCK SEVEN (7) IN WEST'S ADDITION TO THE CITY OF MENDOTA, LASALLE COUNTY, ILLINOIS.



# Habitat for Humanity<sup>®</sup>

of LaSalle-Bureau-Putnam Counties



3/25/2026

## Board of Directors

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**James P. Lobraco, Jr.**  
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**Jessica Brayfield**  
*Executive Director*

**Renee Abraham**  
*Executive Assistant*

**Kristine Lorden**  
*ReStore Manager*

Bid Response 1205 Jefferson St

Submitted by:  
Habitat for Humanity of LaSalle, Bureau and Putnam Counties  
Jessica Brayfield, Executive Director  
815-434-2041  
jessica@habitatlbpc.org

### A. Description of Planned Use(s)

Habitat for Humanity of LaSalle, Bureau and Putnam Counties proposes to construct a safe, decent, and affordable single-family home on this property for a qualified low-to-moderate income family in the Mendota community.

The home will be owner-occupied and sold through Habitat's affordable homeownership program, which includes an affordable mortgage and required homeowner education. The selected partner family will contribute sweat equity hours and actively participate in the construction process.

This project supports long-term housing stability and strengthens the surrounding neighborhood by increasing homeownership and community investment.

### B. Timeline of Construction

Pre-Construction (Planning, Permits, Site Prep): April 2026  
Construction Start (Breaking Ground): First week of May 2026  
Estimated Completion: August 2026

This timeline reflects an accelerated build schedule made possible through volunteer labor, community support, and coordinated construction efforts. Timing may adjust slightly based on weather conditions and material availability.

### C. Proposed Site Plan / Design

The proposed build will consist of a modest, energy-efficient single-family home designed to fit the lot appropriately and align with neighborhood standards. Plans will be prepared and/or reviewed by qualified professionals as required. The home will meet all local building codes and requirements. See attached plan.

**BID SHEET FOR**  
**1205 JEFFERSON STREET**

**Name:** Habitat for Humanity of LaSalle-Bureau-Putnam Counties

**Address:** 1011 Shooting Park Road Suite 108 Peru, IL 61354

**Phone:** 815-434-2041

**Bid Amount:** \$ 1.00

**Please include the following with your bid:**

- a. Description of planned use(s)
- b. Timeline of construction period including estimated date of completion.
- c. Proposed site plan/design as prepared by a professional engineer/architect.
- d. Exterior construction material description.
- e. Estimated fair-market value of property upon completion.

This bid must be placed in a sealed envelope and be clearly labeled:

**"BID FOR THE PURCHASE OF 1205 JEFFERSON STREET"**

This bid must be returned on or before 4pm on Monday, April 6<sup>th</sup> to:

**Mendota City Offices**  
**800 Washington Street**  
**Mendota, IL 61342**

Bids will be publicly opened at 5:30pm on Monday, April 6<sup>th</sup> at the Regular City Council Meeting held at 607 8<sup>th</sup> Avenue.

A contract may be awarded to the highest bidder whose bid is found to be in the best interests of the City of Mendota. The City Council reserves the right to reject any and all bids and to waive any informalities or irregularities in the bidding. The City of Mendota further reserves the right to review and study any and all bids and to make a contract award within 30 days after the bids have been opened and publicly read.



**Habitat for Humanity<sup>®</sup>**  
of LaSalle-Bureau-Putnam Counties

**D. Exterior Construction Materials Description**

The home will be constructed using durable, cost-effective, and energy-efficient materials, including:

- Vinyl siding exterior
- Asphalt shingle roofing
- Energy-efficient windows and doors
- Wood frame construction
- Concrete foundation/slab (as appropriate for site)

All materials are selected to ensure long-term durability and low maintenance for the homeowner.

**E. Estimated Fair Market Value Upon Completion**

The estimated fair market value of the completed home is projected to be:

\$140,000 – \$200,000

This estimate is based on current construction costs, market conditions, and comparable properties in the area.

**Additional Information**

Habitat for Humanity homes are built in partnership with the community, utilizing volunteer labor, donated materials, and financial contributions to reduce costs and provide affordable homeownership opportunities.

This project will directly benefit a local family while contributing positively to the Mendota community.

Thank you -  
*Jessica Brayfield*



## CONTRACT TO PURCHASE REAL ESTATE

This Contract is dated this \_\_\_\_ day of May, 2026, by and between, **CITY OF MENDOTA, ILLINOIS**, hereinafter referred to as "**Seller**", and **HABITAT FOR HUMANITY of LaSalle-Bureau-Putnam Counties,,** hereinafter referred to as "**Purchaser**". The Purchaser and Seller hereto agree as follows:

**1. ADDRESS and LEGAL DESCRIPTION:** The subject property is 1205 Jefferson Street Mendota, Illinois described as follows:

SEE ATTACHED LEGAL DESCRIPTION

Parcel Number: Parcel Number: 01-33-130-008.

**2. PURCHASE PRICE:** The purchase price is **ONE DOLLAR (\$1.00)**.

**3. EARNEST MONEY.** Earnest money in the amount of \$0.00.

**4. "AS IS":** The real estate is being sold "As Is".

**5. DEED:** Seller shall convey or cause to be conveyed to Purchaser or his nominee, by a recordable, stamped Deed (seller will pay deed stamps) good and merchantable title to the premises subject only to the following permitted exceptions, if any, and further provided that the exceptions do not interfere with the Purchaser's intended use of the property: (a) general real estate taxes for 2025 and subsequent years; (b) restrictions, covenants, and conditions of record which are not breached; (c) zoning laws and ordinances; (d) visible public roads and highways and easements therefore; (e) acts of Grantees.

**6. CLOSING:** The date of closing shall be on or before 05/15/2026.

**7. POSSESSION:** At closing

**8. SURVEY:** No survey will be provided.

**9. COMMISSION:** Seller & Purchaser have not engaged any real estate brokers and no commission is due.

**10. TITLE INSURANCE:** At least 10 days prior to closing, Seller will provide to Purchaser or Purchaser's attorney at Seller's cost, evidence of merchantable title by delivering a commitment for title insurance in the amount of the purchase price. If evidence of title discloses defects, Seller shall have 10 days to cure such defects and notify Purchaser, but Purchaser may take title subject to said defects.

**11. TAXES & RENT:** The real estate taxes for 2025 are exempt. Real Estate Taxes for 2026 shall be paid by Purchaser.

**12. CLOSING:** Closing shall take place at the office of a title company or at a mutually agreeable place. The cost of the settlement shall be equally paid by the parties if there is no mortgage. If Purchaser secures a mortgage the closing fee for Purchaser and their lender shall be paid by the Purchaser.

**13. AFFIDAVIT OF TITLE AND ALTA STATEMENT:** Seller shall furnish Purchaser at closing with an Affidavit of Title, covering the date of closing, subject only to those permitted exceptions, and other exceptions, if any, as to which the title insurer commits to extend insurance. Sellers shall also furnish to Purchasers a properly executed ALTA Statement.

**14. PERFORMANCE:** Time is of the essence of this contract. In the event of default by either Sellers or Purchasers, the non-defaulting party shall have all rights and remedies under Illinois law, including for reimbursement of reasonable attorneys fees and court costs.

**15. NOTICES:** All notices herein required shall be in writing, and shall be served on the parties at the addresses following their signatures or by email provided by the parties. The mailing of a notice by certified mail or by email shall be sufficient service. Acceptance of the contract may be given in facsimile or email form to Purchasers or Sellers. Date of receipt of facsimile or email acceptance shall become the date of acceptance of this contract.

**16. SELLER'S REPRESENTATIONS:** Seller represents that they have received no notice of any ordinance violations from any governmental body in connection with the premises that has not been cured prior to the date of acceptance thereof.

**17. LANGUAGE:** If there is more than one Purchaser, Seller, or entity other than a natural person, the pronouns and grammatical structure shall be understood to conform.

**18. HEADINGS:** The Headings used herein are used for purposes of illustration only.

**19. SEVERABILITY:** In the event any provision contained herein is deemed unenforceable, the unenforceability of said provision shall not negate any other terms and conditions herein set forth.

**20. 1031 EXCHANGE:** In the event either party elects to utilize this transaction as part of an exchange of like-kind properties under Internal Revenue Code Section 1031, and the regulations promulgated thereunder, each party agrees, provided there is no additional cost or expense to the other; to provide reasonable and appropriate cooperation to assist in facilitating such an exchange; provided, however that nothing contained in this Section shall affect any of the parties responsibilities or otherwise extend any timelines relating to the closing and both parties agree to

cooperate to effect such exchange, at no cost to the other party. Either party may assign this Agreement to a Qualified intermediary for completion of the deferred exchange.

21. The parties shall have 5 business days following acceptance of this contract to have the contract reviewed by their respective attorneys and the attorney may propose modifications within the Review Period, except that an attorney may not propose changes to the price or closing date. If the Parties do not reach agreement on any proposed modification and written notice terminating this contract is given to the other within the Review Period, this contract shall be null and void and any earnest money shall be refunded to Purchasers. If written notice is not served within the Review Period, this provision shall be deemed waived by the parties and this contract shall remain in full force and effect.

**Purchaser: HABITAT FOR HUMANITY of LaSalle-Bureau-Putnam Counties**

**BY:**

\_\_\_\_\_

**Seller: CITY OF MENDOTA**

**BY:**



**DAVID BOELK, MAYOR**

**ATTEST:**



**EMILY MCCONVILLE, CITY CLERK**

**EXHIBIT A**

LOT FIVE (5) IN BLOCK SEVEN (7) IN WEST'S ADDITION TO THE CITY OF MENDOTA, LASALLE COUNTY, ILLINOIS.