RESOLUTION 2019-082

AUTHORIZING THE SOLICITATION AND EXECUTION OF REAL
PROPERTY MARKETING/LISTING AGREEMENTS FOR THAT
PROPERTY LOCATED AT 200 S. FOURTH STREET AND 223 S.
FOURTH STREET, DEKALB, ILLINOIS.

WHEREAS, the City of DeKalb is an Illinois home-rule municipal corporation with power
and authority conferred thereupon by the Illinois Municipal Code, the City Code of
Ordinances and the Illinois Constitution; and

WHEREAS, the City is the owner of those parcels of real property commonly known as
200 S. Fourth Street (PIN 0823305013) and 223 S. Fourth Street (PIN 0823304007),
referred to collectively hereafter as the Properties; and

WHEREAS, the City Council has determined that it is necessary and advantageous to
consider the sale of the Properties, and wishes to authorize actions to be taken in
furtherance of that effort; and

WHEREAS, the Properties were not acquired through the use of Tax Increment Financing
dollars, and are not subject to the provisions of the Tax Increment Financing Allocation Act
applicable to public properties acquired with such funds; and

WHEREAS, there is no applicable process for competitive bidding of real property
marketing or sales services;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
DEKALB, ILLINOIS:

SECTION 1: The City Manager is authorized and directed to enter into an agreement for
the marketing of the Properties with a properly licensed real estate broker acceptable to
him, based upon a contingency fee agreement with a fee not exceeding five percent (5%) if
sold through the broker without another real estate broker involved, or not exceeding
six percent (6%) if sold with the involvement of a second brokerage firm. The City Council
waives any otherwise applicable selection process. The listing agreement shall be on
terms and conditions acceptable to the City Manager.

SECTION 2: That the City Clerk of the City of DeKalb, Illinois be authorized and directed
to attest the Mayor’s Signature and shall be effective thereupon.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular
meeting thereof held on the 28th day of May 2019 and approved by me as Mayor on
the same day. Passed by a 7-0-1 roll call vote. Aye: Morris, Finucane, Smith, McAdams,

ATTEST:

LYNN A. FAZEKAS, City Clerk

MERRY SMITH, Mayor
RVG Commercial
Real Estate Services Inc.
1731 DeKalb Avenue, Sycamore, Illinois 60178
Phone: (815) 754-4000 Fax: (815) 758-5201

In consideration of the following agreements and of the efforts of RVG Commercial to secure a buyer for the property and improvements described below ("Property"), the undersigned ("Principal"), hereby grants RVG Commercial the exclusive right to sell the Property for a period beginning on the date hereof June 05, 2019 and ending on June 05, 2020, and will **automatically renew every 12 months.** Either party can terminate this agreement with a thirty (30) day written notice, under the following terms:

Property address, size and type:  
350 Grove & 223 S 4th Street  
DeKalb, IL 60115  
PIN: 0823304007

SALE PRICE: $495,000, or such amount as Principal may accept.

Principal warrants that it owns the Property and has authority to execute this agreement and grant to RVG Commercial the exclusive right to sell the Property for the period provided herein. In the event the Property or any portion thereof is sold or disposed of during the term of the Agreement or any extension thereof, Principal agrees to furnish satisfactory evidence of good title and such documentation as may be necessary to consummate the transaction. Principal shall provide RVG Commercial with such documents relating to the transaction, including drafts and executed copies of the contract for sale, lease, or sublease of the Property, as RVG Commercial may reasonably request. Principal agrees to cooperate with RVG Commercial in effecting a transaction for the subject property and immediately refer all inquiries related to the subject to RVG Commercial. All clients that RVG Commercial presented during the term of the listing agreement shall be considered RVG Commercial clients for twelve (12) months after the listing agreement has expired and as such any transaction consummated with said clients a commission shall be due and payable to RVG Commercial at the same rate and terms as the original listing agreement.

Principal’s Designated Broker may undertake a dual representation (represent both the seller or landlord and the buyer or tenant) for the sale or lease of property. The undersigned acknowledges they were informed of the possibility of this type of representation. Before signing please read the following:

Representing more than one party to a transaction presents conflict of interest since both clients may rely upon the licensee’s advice and the client’s respective interest may be adverse to each other. Principal’s Designated Broker will undertake this representation only with the written consent of all clients in the transaction. Any agreement between the clients as to a final contract price and other terms is a result of negotiations between the clients acting in their own best interests and on their own behalf. Principal acknowledges that Principal’s Designated Broker has explained the implications of dual representation, including the risks involved, and that Principal has been advised to seek independent advice from Principal’s advisor or attorney before signing any documents in this transaction.

**WHAT A LICENSEE CAN DO FOR CLIENTS WHEN ACTING AS A DUAL AGENT**

i. Treat all clients honestly.

ii. Provide information about the property to the buyer or tenant.

iii. Disclose all material defects in the property that are known to the Principal’s Designated Broker.

iv. Disclose financial qualifications of the buyer or tenant to the seller or landlord.

v. Explain real estate terms.

vi. Help the buyer or tenant to arrange for property inspections.


viii. Help the buyer compare financing alternatives.
ix. Provide information about comparable properties that have sold so both clients may make educated decisions on what price to accept or offer.

WHAT LICENSEE CANNOT DISCLOSE TO CLIENTS WHEN ACTING AS A DUAL AGENT

i. Confidential information that Principal’s Designated Broker may know about a client, without the client’s permission.
ii. The price the seller or landlord will take other than the listing price without permission of the seller or landlord.
iii. The price the buyer or tenant is willing to pay without permission of the buyer or tenant.
iv. A recommended or suggested price the buyer or tenant should offer.
v. A recommended or suggested price the seller or landlord should counter with or accept.

Principal is not required to sign this section unless Principal wants to allow the Principal’s Designated Broker to proceed as a duel agent in this transaction.

By initialing here and signing below, Principal acknowledges that you have read and understand this provision and voluntarily consent to Principal’s Designated Broker as a duel agent should that become necessary.

[Signature]
Principal’s initials

COMMISSION SCHEDULE

SALES COMMISSION SCHEDULE:

The real estate commission for buildings and improved real estate is Five (5) % of the selling price if sold by the listing agent’s (Denise Weinmann & Mark Sawyer of RVG Commercial), otherwise the commission is Six (6) % of the selling price. Commission will be split 50/50 with cooperating Broker.

All sales commissions shall be due and payable at the time of closing. In the event of a non-escrow transaction, the real estate commission shall be due and payable upon the contract execution and possession by Purchaser.

The earnest money shall be held in escrow by a mutually acceptable title company for the mutual benefit of the parties until time of closing. In the event of default by either buyer or seller, said funds will not be disbursed until there is mutual written agreement among all parties or an order of the court. Seller/buyer may exercise all legal remedies available to them under Illinois law. In the event of any breach of this contract, the breaching party shall pay on demand all reasonable attorney fees incurred by the other party as a result of a breach of this contract. The parties agree that escrowee will be reimbursed from the earnest money for all costs, including reasonable attorney fees, incurred in any litigation involving the escrowee.

Principal and Agent agree that the Property will be offered and/or displayed to all persons regardless of race, color, religion, national origin, sex, ancestry age, marital status, physical or mental handicap, familial status, sexual orientation, unfavorable discharge from military service, order of protection status or any other class protected under the Illinois Human Rights Act.

THE PARTIES AGREE TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL FAIR HOUSING LAWS.
This is a legal document and shall be binding upon the parties, their heirs, personal representatives, successors and assigns.

RVG Commercial:
By: Mike Carpenter, CCIM
Title: Managing Broker
Date: 
Broker: Denise Weinnmann, SIOR, CCIM
Broker: Mark Sawyer, Broker

Principal:
By: 
Title: City Manager
Date: 6-7-19
Address: 
E-Mail: 
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Title: Managing Broker
Date: ______________
Broker: Denise Weinmann; SIOR, CCIM
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By: ______________
Title: City Manager
Date: 6-7-19
Address: ______________
E-Mail: ______________