


STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, Lynn Curiale, City Clerk of Wood Dale, Illinois DO HEREBY CERTIFY that as such City Clerk and keeper of the records, that the foregoing is a true and correct copy of Resolution **#R-23-59 A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND COLLIERS BENNETT & KAHNWEILER LLC DBA COLLIERS INTERNATIONAL REAL ESTATE, EXCLUSIVE RIGHT TO SELL AGREEMENT** Passed by The City of Wood Dale, Du Page County, Illinois, IN WITNESS WHERE OF, I have hereunto subscribed my name and affixed the seal of the City of Wood Dale, this 5th day of October, 2023.



Lynn Curiale, City Clerk



Resolution #R-23-59

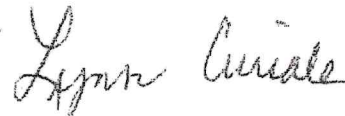
**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF
WOOD DALE AND COLLIERS BENNETT & KAHNWEILER LLC DBA
COLLIERS INTERNATIONAL REAL ESTATE, EXCLUSIVE RIGHT TO SELL
AGREEMENT**

Passed: October 5, 2023
Published in Pamphlet Form: October 6, 2023

I, Lynn Curiale, as the City Clerk for the City of Wood Dale, hereby certify that the
attached Resolution is a true and correct copy of #R-23-59

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF
WOOD DALE AND COLLIERS BENNETT & KAHNWEILER LLC DBA
COLLIERS INTERNATIONAL REAL ESTATE, EXCLUSIVE RIGHT TO SELL
AGREEMENT**

Passed and approved by the City Council of the City of Wood Dale on October 5, 2023
and hereby published in pamphlet on October 6, 2023.



Lynn Curiale, City Clerk



RESOLUTION NO. R-23-59

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND COLLIERS BENNETT & KAHNWEILER LLC DBA COLLIERS INTERNATIONAL REAL ESTATE, EXCLUSIVE RIGHT TO SELL AGREEMENT

WHEREAS, the City of Wood Dale (hereinafter the “City”) is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the City possesses the authority, pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, to adopt ordinances and resolutions pertaining to the public health, safety and welfare of the City; and

WHEREAS, the City Council of the City (hereinafter referred to as the “City Council”) is the corporate authority for the City and is authorized by law to exercise all powers and to control the affairs of the City; and

WHEREAS, the City Council possesses full power and authority to approve and pass all necessary ordinances, resolutions, rules and regulations necessary for carrying into effect the objects for which the City was formed, in accordance with the Illinois Municipal Code; and

WHEREAS, the City owns certain real estate commonly known as E. Irving Park Road and Central Avenue in Wood Dale, Illinois (PIN #'s: 03-15-200-011; 023; 035 and 036) (the “Property”); and

WHEREAS, the City has determined that the Property could be sold for redevelopment and further, that a professional Commercial Broker possesses the contact, experience, and skill to effectively market and sell the Property; and

WHEREAS, the City solicited experienced Commercial Real Estate Brokerage Firms in order to market and sell the Property; and

WHEREAS, Staff has reviewed the Brokerage Firms and has provided the Council with their analysis and assessment of said Firms; and

WHEREAS, Colliers Bennett & Kahnweiler LLC dba Colliers International (“Colliers”) was the Broker which provided the highest level of skill to market and sell the Property to maximize the sale price for the City; and

WHEREAS, after diligent review of the qualifications and services of the Brokers responding to the City’s Invitations, the Mayor and the City Council find the Brokerage recommended by Staff is the most qualified to perform the service sought by the City; and

WHEREAS, the Mayor and the City Council hereby approve the Exclusive Right to Sell Agreement with Colliers, under the terms set forth in the Agreement attached hereto and

incorporated herein by reference as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION, as follows:

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: The Mayor is authorized to Execute the Exclusive Right to Sell Agreement for the Marketing and Sale of the Property with Colliers on behalf of the City of Wood Dale under the terms set forth in the Agreement attached hereto and incorporated herein by reference as Exhibit "A" subject to final City Attorney approval.

SECTION 4: The City Manager, Staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

SECTION 5: That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 6: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this 5th day of October, 2023

AYES: 5

NAYS: 2

ABSENT: 1

APPROVED this 5th day of October, 2023

SIGNED: Annunziato Pulice
Annunziato Pulice, Mayor

ATTEST: Lynn Curiale
Lynn Curiale, City Clerk

Colliers Bennett & Kahnweiler LLC dba Colliers International
EXCLUSIVE RIGHT TO SELL AGREEMENT



THIS EXCLUSIVE SALE LISTING AGREEMENT ("Agreement") is entered into on 10/5/2023 ("Effective Date"), by and between Colliers Bennett & Kahnweiler LLC dba Colliers International ("Agent") and City of Wood Dale ("Principal")

Exclusive Agent/ Representation by Salesperson(s) and Broker(s). Commencing on the Effective Date and continuing through 10/5/2024 ("Term"), for

and in consideration of the covenants and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, the Principal does hereby appoint Agent as its exclusive agent with the exclusive right to sell the following described real estate and the improvements located thereon with the common address of: 333 and 339 E Irving Park Road, 269 Central Avenue, and 262 Hemlock Avenue, Wood Dale, IL 60191 and approximately 2.1 acres and legally described on Exhibit "A" attached hereto (collectively "Property")

The salesperson(s)/broker(s) of Agent who are authorized to represent Principal as its designated agent(s) and otherwise act on Principal's behalf in connection with the Property is/are Anne Dempsey/Kate Dempsey ("Designated Agents") to the exclusion of all other licenses affiliated with Agent, and Principal agrees that purchasers for the Property procured by other salesperson(s)/broker(s) of Agent shall not result in a dual agency, and Principal hereby consents to same

- Terms of Sale.** Agent agrees to use commercially reasonable efforts to procure a prospective purchaser ("Purchaser") for the Property, and Principal agrees to sell the Property at a price of \$1,800,000.00 or any lesser price, and upon such terms which Principal may accept. Principal agrees to deliver possession of the Property on or before closing.
- Negotiations and Cooperation.** All negotiations or dealings relating to the sale of the Property shall be conducted with and through Agent, and Principal agrees to immediately refer all inquiries relating to the Property to Agent, provide Agent access to the Property at all reasonable times and to fully cooperate with Agent in the sale of the Property.

In the event the Property or any portion thereof is sold, during the term of this Agreement or any extensions thereof, Principal agrees to furnish satisfactory evidence of good title and such documentation as may be necessary to consummate the transaction. Principal shall provide Agent with such documents relating to the transaction, including but not limited to drafts and executed copies of the contract for sale, as Agent may reasonably request.

- Advertising.** Unless expressly agreed otherwise in writing, Agent is authorized to publish this listing with online listing sites such as CoStar, MLS, etc., "O.L.S." and otherwise advertise the Property and prepare and/or secure plans of the Property, subject to Principal's approval. Agent shall have the right to place signs advertising the Property for sale on the Property at Agent's expense. Agent shall provide, among other services, the following: (1) Accept delivery of and present to the Principal offers and counteroffers to sell the Principal's property or; (2) Assist the Principal in developing, communicating, negotiating, and presenting offers and counteroffers until a purchase agreement is signed and all contingencies are satisfied or waived, and (3) Answer the Principal's questions relating to the offers, counteroffer, requests for proposals, notices, and contingencies. Principal understands and agrees that the information relating to the Property itself contained in this Agreement or otherwise given to O.L.S. becomes O.L.S.' property, is not confidential, and will be available to third parties, including prospective purchasers, other members of O.L.S. who do not represent Principal and who may represent prospective purchasers, and other parties granted access to O.L.S.' listing information.
- Commissions.** With respect to a sale, Principal hereby agrees to pay a commission or commissions to Agent equal to 6% of the purchase price if there is a Cooperating Broker or 5% if Anne Dempsey is the sold broker for the deal pursuant to the payment provisions set forth in Section 6 of this Agreement.

With regard to a sale, Principal shall pay a commission to Agent upon the occurrence of the following events

- In the event the Property is sold, taken by eminent domain, or sold to a governmental body with condemning authority in lieu of condemnation, or otherwise disposed of to a party procured by or through Agent, or by Principal, or by any other person, Principal agrees to pay Agent, or Agent may retain from the proceeds arising from such sale, a broker's commission as stipulated on the Commission Schedule attached hereto, or
 - It is further agreed that in the event the Property is sold or otherwise disposed of, or negotiations for sale either commence or resume within one hundred eighty (180) days from the termination date of the Agreement, or any extension thereof, and thereafter continue leading to a sale of the Property to a prospect to whom it was submitted during the term of this Agreement, and whose name has been submitted in writing to Principal within fifteen (15) business days after the termination hereof, or to a prospect to whom it was submitted whose name has been disclosed to Principal or to anyone with whom Principal has dealt during the term of this Agreement, then in such event, Principal agrees to pay Agent a broker's commission as stipulated above; or
 - During the Term, Principal, through any person or entity other than Agent, enters into any other contract to transfer or exchange the Property or any interest therein or grants an option to purchase the Property to any person or entity
- Payment of Commissions.** Any commission due pursuant to Section 5 shall be payable on or before the earlier of (a) the closing of a sale or exchange of the Property or any interest therein, ((b) if the commission is earned with respect to an option to purchase the Property, then Six percent (6%) of each option payment on the date such payment is due and a commission calculated as set forth in Section 4 above on the closing of the sale or exchange described in the option, (c) the date upon which Principal withdraws the Property from the market, makes the Property unmarketable or fails to cooperate with Agent pursuant to Section 3 of this Agreement, or otherwise prevents Agent from selling the Property, or (d) the date upon which Principal transfers or contracts to transfer any portion of the Property to any other person or entity, other than by sale, exchange
 - Cooperation With Other Brokers.** In further consideration of Principal's appointment of Agent as its exclusive agent, Principal understands and agrees that Agent may, when appropriate, list the Property with those organizations which Agent deems reasonable and solicit the active cooperation of other real estate brokers in the sale of the Property from such organizations. In the event a purchaser is procured by any licensee other than the Designated Agent(s), Agent is authorized to share any commissions paid by Principal as agreed between Agent and such licensee
 - Disclosure: Hazardous Substances** Principal agrees to promptly disclose to Agent, and to permit Agent to disclose to prospective purchasers, any and all information Principal has or is aware of regarding the condition of the Property, including without limitation engineering reports, environmental reports and other information regarding the existence of underground storage tanks or the presence of asbestos, petroleum products, PCB's and other toxic or hazardous substances at, on, or under the Property. Principal acknowledges and agrees that Agent has not made investigation regarding underground storage tanks or such hazardous substances concerning the Property. Principal further acknowledges and agrees that Agent shall not be required to make any such investigation
 - Responsibility for Maintenance.** Agent is not an owner or operator of the Property and is not responsible for the activities at any time prior to closing conducted at or upon the Property, and Agent shall not be responsible for the management, maintenance, repair, upkeep, operation or for damages of any kind to the Property or its contents, including but not limited to, vandalism and theft, unless Agent caused such damage by its gross negligence. Principal hereby releases and waives all rights, claims and causes of action against Agent concerning management, maintenance, repair, upkeep, operation or contents of the Property, unless caused by the negligence or intentional act of Agent
 - Deposits.** If applicable, Agent is authorized to accept deposits for the purchase and sale of the Property from any prospective purchaser and to retain deposits in its trust account. If Agent has earned a commission pursuant to Section 5, then Agent is authorized to apply the deposit to payment of the commission at the time the deposit becomes payable to Principal. IF EARNEST MONEY OR ANY SIMILAR DEPOSIT(S) MADE BY ANY PROSPECTIVE PURCHASER ARE FORFEITED, IN ADDITION TO ANY OTHER RIGHTS OF AGENT PURSUANT TO THIS AGREEMENT, AGENT SHALL BE ENTITLED TO ONE HALF (1/2) OF SUCH FORFEITED SUM, NOT TO EXCEED THE TOTAL AMOUNT OF THE COMMISSION FROM THE ANTICIPATED TRANSACTION
 - Indemnification.** To the fullest extent provided for by law, Principal agrees to indemnify, defend, and save harmless Agent, its parent, subsidiaries, affiliates, shareholders, officers, managers, directors, employees and agents of, from and against any and all claims, lawsuits, harm, losses, costs, settlements, judgments, expenses, liabilities, actions, claims or demands, including without limitation reasonable attorneys' fees and other costs of litigation (collectively, "Liabilities") brought by third parties, incurred by or asserted or claimed against Agent and relating to or arising out of (i) any sale or lease of the Property pursuant to this Agreement, (ii) the use of, or access to, the Property by any person pursuant to this Agreement, (iii) Agent's good faith performance of its obligations under this Agreement, (iv) damage or injury to persons or property resulting from or occurring on the Property or any appurtenances or improvements thereon, or (v) the existence of any underground storage tanks or other hazardous substances at, on or under the Property. Principal shall not be responsible for indemnification for Liabilities to the extent caused by Agent's gross negligence or willful misconduct in performing its obligations under this Agreement

Agent hereby indemnifies and agrees to defend and hold Principal and its respective officers, directors, shareholders, partners, member, beneficiaries, trustees, managers, employees and representatives harmless from and against any and all Liabilities brought by a third party to the extent caused by Agent's gross negligence or willful misconduct in performing its obligations under this Agreement

- 12. **Extension.** If during the Term of this Agreement, an escrow is opened or negotiations involving the sale, transfer, or conveyance of the Property have commenced or are continuing, then the Term of this Agreement shall be extended through the termination of such negotiations or consummation of such transaction. In the event that the Property is removed from the market due to the execution of an agreement to sell the Property, and such sale is not consummated for any reason, then, in such event, the term hereof shall be automatically extended for a period of time equal to the time that the Property was removed from the market. The terms and conditions contained in the Commission Schedule attached hereof or on the Rider attached hereto are expressly incorporated and made a part of this Agreement.
- 13. **Entire Agreement.** This Agreement constitutes the full and entire agreement between Principal and Agent and shall supersede any prior agreements, negotiations, and/or discussions, be they oral, written, or both. No amendment to this Agreement shall be valid or binding upon the parties unless such amendment is made in writing and signed by both Principal and Agent.
- 14. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. In the event, any disputes arise under this Agreement, the parties agree that DuPage County, the Eighteenth Judicial Circuit Court, is the proper venue to resolve any such disputes.
- 15. **No Discrimination.** It is illegal for either the owner or the broker to refuse to display or sell to any person because of one's membership in a protected class, e.g.: race, color, religion, national origin, sex, ancestry, age, marital status, disability, familial status, or any other class protected by the Illinois Fair Housing Law.
- 16. **Warranty.** The Parties executing this contract are authorized to do so by Principal or Agent, and by so doing, bind their respective parties to all the provisions of this Agreement.
- 17. **Severability.** If any provision of this Agreement shall be held or declared to be invalid, illegal or unenforceable by reason of its being contrary to any applicable law, such provision shall be deemed to be deleted from this Agreement without impairing or prejudicing the validity, legality or enforceability of the remaining provisions.
- 18. **Insurance.** At all times during the term of this Agreement, Agent shall keep in force and effect Commercial and General Liability Insurance as outlined below by a company authorized to do business in the State of Illinois and A.M. Best "A" rated or better and Class VII size or larger. Such insurance shall be primary. The Company shall furnish Principal with a Certificate of Insurance and such endorsements as the Principal may require to provide adequate proof that the Agent has obtained the required coverage. The Principal will be given 30 days advance notice by the insurance company of cancellation or non-renewal of the insurance during the term of this Agreement. Principal, its boards, commissions, agencies, officers, employees and representatives (collectively, "Additional Insured") shall be named as additional insureds under all the policies. Limits of liability shall be subject to the approval of the Principal and may need to increase during the term of this Agreement in order to continue to adequately protect the parties as circumstances change over time. At the commencement of this Agreement, the policy limits shall not be less than \$1,000,000 general aggregate \$1,000,000 products/completed operations aggregate, \$1,000,000 personal injury, \$1,000,000 each occurrence.
- 19. **Independent Contractor.** The relationship of the Company to the Village shall be that of an independent contractor and no principal-agent nor employer-employee relationship is created by this Agreement.
- 20. **Termination.** This agreement may be terminated by either party upon thirty (30) days prior written notice, with or without cause. The Principal may terminate this agreement for cause immediately, upon written notice. Compensation shall be paid for work performed through the date of termination, but not thereafter.
- 21. **Public Records.** Agent agrees to the Public Records Terms described in Exhibit B, attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have reviewed and executed this Agreement and it is effective as of the Effective Date.

PRINCIPAL: City of Wood Dale

By: Annunziato Pulice
Its: MAYOR

404 N Wood Dale Road (Address)

Wood Dale, IL 60191

630-787-3737 (Phone)

Date:

AGENT: Colliers Bennett & Kahnweiler LLC dba Colliers International
DocuSigned by:

By: Phil Stafford
Its: 6CAB9322FFC074EA

6250 N. River Road Suite 11-100 (Address)

Rosemont, IL 60018

847-698-8444 (Phone)

9/29/2023
Date:



**Colliers Bennett & Kahnweiler LLC dba Colliers International
COMMISSION SCHEDULE**

SALES COMMISSION

VACANT LAND-The commission is 6% of the gross sale price if there is a Cooperating Broker or 5% if Anne Dempsey is the sold broker for the deal (or the condemnation award, if taken by eminent domain or threat thereof).

TIME OF PAYMENT

All commissions are earned upon procurement of a ready, willing and able purchaser (or at the conclusion of eminent domain proceedings or threat thereof) and are payable not later than the closing. Agent shall be entitled at closing of the sale to have such commission (or a part thereof) paid from any earnest money held by Agent or any other party. After 30 days, unpaid invoices will accrue interest charges at the rate 1.5% per month. Nothing herein, however, shall preclude the Agent from pursuing claims for a commission where legal right to collect such commission exists.

This agreement shall be binding upon and inure to the benefit of the Principal and Agent and their respective successors and assigns.

5/2012

EXHIBIT A – Legal Descriptions

333 E Irving Park Road:

LOTS 21, 22, 23, 24, 25, 26, AND 27 IN BLOCK 16 IN H.O. STONE & CO'S SECOND IRVING PARK BOULEVARD ADDITION TO WOODDALE, BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 10 AND PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 12, 1925 AS DOCUMENT 204619, IN DUPAGE COUNTY, ILLINOIS.

339 E Irving Park Road:

LOTS 18, 19, AND 20 IN BLOCK 16 IN H.O. STONE AND CO'S SECOND IRVING PARK BOULEVARD ADDITION TO WOOD DALE, BEING A SUBDIVISION OF PART OF THE EAST ½ OF SECTION 10 AND PART OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 12, 1925 AS DOCUMENT 204619, IN DUPAGE COUNTY, ILLINOIS.

269 N Central Avenue:

LOTS 28 AND 29 IN BLOCK 16 IN H.O. STONE AND COMPANY'S SECOND IRVING PARK BOULEVARD ADDITION TO WOOD DALE, BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 10 AND PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREFORE RECORDED DECEMBER 12, 1925, AS DOCUMENT 204619, IN DUPAGE COUNTY, ILLINOIS.

262 Hemlock Avenue:

LOTS 14 AND 15 IN BLOCK 16 IN H.O. STONE AND CO'S SECOND IRVING PARK BOULEVARD ADITION TO WOODDALE, BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 10 AND PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 12, 1925 AS DOCUMENT 204619, IN DUP PAGE COUNTY, ILLINOIS.