

MINUTES OF THE MEETING
SOUTH ROCK ISLAND TOWNSHIP SPECIAL BOARD

STATE OF ILLINOIS
County of Rock Island
South Rock Island Township

The South Rock Island Township Board met for a Special Meeting at the Township Clerk's Office, 1019 27th Avenue, Rock Island, IL, on August 5, 2019, at 4:30 pm.

Roll Call:

Officials present: Supervisor Grace Diaz Shirk, Trustee Christine Elsberg, Trustee Mark Parr, Jr, Trustee Frank Skafidas, and Trustee Bill Sowards. No officials absent. Township Clerk Nick Camlin proclaimed a quorum present. Assessor Nichole Finnie was also present.

Approval of the Special Meeting Agenda:

Skafidas moved, and Sowards seconded, to approve the Agenda (*Record*). Voice vote. Motion carried.

New Business:

Grace Shirk provided the Supervisor's Report (*Record*). Supervisor Shirk stated she followed up with Alleman High School about the \$1,000 donation, and they wrote to her that 100% of proceeds are directed to supporting students at the school.

Supervisor Shirk provided the Township Board an update on the contract with Streamline Architects, PLC, which was signed on August 2, 2019 (*Record*).

The Supervisor provided the Township Board with a copy of the signed contract with Grell Enterprises for the purchase of the property at 4330 11th Street, Rock Island, which was signed on August 1, 2019 (*Record*). She also discussed with the Township Board discrepancies discovered with the leases, including differences in rental fees and rental lengths. The Supervisor is going to work with legal counsel on August 6, 2019, to clear up such discrepancies between records. The warranty and environmental issues were cleared, and the \$10,000 earnest money was turned over at the contract signing.

Township Clerk Camlin provided an overview of the resolution and selling process, from the delegation of authority from the Electors at the Annual Town Meeting, to the opening of bids after a minimum 30-day window. Elsberg moved, and Skafidas seconded, to adopt the Resolution to Sell Real Property at 1019 27th Avenue, Rock Island, IL (*Record*). Roll call vote. Five votes in favor: Parr, Sowards, Skafidas, Elsberg, and Shirk. No votes in opposition. Motion carried.

Public Comments:

The Supervisor discussed having an inspection conducted on 4330 11th Street, Rock Island, IL. There was consensus that the Supervisor can move forward with an inspection if the cost is less than \$2,000.

Township Clerk Camlin stated that he would post notice for accepting bids for the sale of the Township Hall immediately, and have the deadline set at 4 pm, and opening at 4:30 pm on September 30, 2019. There was consensus among the Township Board to proceed as suggested by the Township Clerk.

Adjournment:

At 4:33 pm Sowards moved, and Skafidas seconded, to adjourn the meeting. Voice vote. Motion carried.

**AFOREMENTIONED MINUTES OF THE MEETING APPROVED BY THE SOUTH ROCK ISLAND TOWNSHIP BOARD
ON AUGUST 26, 2019, AND CERTIFIED BY THE TOWNSHIP CLERK:**

{Seal}

Nick Camlin, Township Clerk

Date

AGENDA

**South Rock Island Township
Board Meeting
August 5, 2019
4:00 p.m.**

I. Call to Order/Roll Call

II. Pledge of Allegiance

III. Prayer

IV. Approval of Agenda

V. New Business

A. Supervisors Report

B. Resolution to sell property at 1019 27th Ave. Rock Island, IL 61201

X. Public Comments

XI. Adjournment



Supervisor's Report for Special Meeting on August 5th

1. Alleman – 100% goes to proceeds are directed to supporting students at Alleman High School.
2. Update on 4330 11 street – Contract, architect, leases, formal legal description – trading paper work and the folder gets bigger all the time.
3. MidAmerican and the Fire Department – new rope on the flag pole
4. We will send information on the sale of property to all interested parties and post it too.



Streamline Architects, PLC

a: 318 E. Third Street, Davenport IA
p: 309.737.8587
w: www.streamlinearchitects.com

Proposal for Architectural Services

July 18, 2019

Project Summary

Architectural design and construction documents of the former Ecogistics office building to be the South RI Township office building. The building design will feature a Lula Elevator, the addition of a stair, a demising wall between the clerk and assessor's office, and ADA entrance.

Overview

I propose two sequential design phases: Construction Documents, and Construction Administration to complete the architectural design and construction documents of the building renovation. This is a fixed fee proposal based upon estimated time to complete each phase.

Construction Documents

Once the floor plans and design direction has been finalized, construction documents are formed to bid the project. The Architect will develop construction documents in accordance with the building codes and zoning ordinances having jurisdiction. Architect will help coordinate Structural Engineering services. The Architect will decide which drawings are necessary for construction. These may include:

- Zoning and code information for permitting
- Demolition plans
- Floor plans
- Enlarged floor plans
- Reflected Ceiling plans and light fixture selection
- Lula and Stair sections
- Door and window schedules and details
- Wall type schedule
- Interior Elevations and Millwork details
- Finish plan and Finish schedule.
- Construction details
- General notes

A project manual will be provided in conjunction with the construction documents to provide specifications for all building materials throughout the project.

Once the Construction Documents and project manual are completed, the Architect will submit the construction documents for bidding. During the Bidding and Negotiation phase, the Architect and



Streamline Architects, PLC

Engineering team will respond to RFI's and issue one addendum for the owner to distribute. Once bids are received, Architectural & Engineering team and owner will review in order to make selection. Once contractor is selected, Construction Documents will be submitted for building permit. Building permit fees are a direct owner expense and are not included in Architect's fee.

Duration of Construction Document phase: 60 hours

Construction Administration

During construction, the Architect acts as the Owner's representative. Generally, the Architect's services during construction include interpreting the Contract Documents, reviewing the Contractor's submittals, answering contractor questions, and rejecting non-conforming Work. Architect's mobile office will be on site throughout key construction events decided by owner, contractor and architect. Architect will provide site visits throughout construction upon request. At the completion of construction, a punchlist will be provided to the contractor to assure construction has met the owner's satisfaction and is in accordance to the construction documents.

CA phase lasts for duration of construction

Compensation for Architectural Services

Compensation for Architectural services shall be billed monthly in accordance with the following:

| | |
|--|----------------|
| • Construction Documents phase (60 hours) | \$6,000 |
| • Construction Administration phase (20 hours) | <u>\$2,000</u> |
| Total Architect's fee: | \$8,000 |
| • Structural Engineering Services | \$3,000 |
| Total Architectural & Engineering fee: | \$11,000 |

Compensation for any additional services shall be billed at the Architect's standard hourly rate as indicated below.

The Architect's standard hourly rates are as follows:

| | |
|-------------------------------------|----------------|
| Principal Architect | \$120 per hour |
| Project Architect | \$100 per hour |
| Project Manager | \$90 per hour |
| Project Manager - Interior Designer | \$80 per hour |



Streamline Architects, PLC

Project Manager - Landscape Architect \$80 per hour
Architectural Intern \$65 per hour

Acceptance of Proposal

The aforementioned *Project Description, Scope of Services, and Compensation* are hereby accepted as the Agreement between Client and Architect. The Architect is authorized to proceed as specified. Payments will be made as indicated above.

Accepted by: Grace Shirk Date: 8/2/2019

Grace Shirk

Accepted by: _____ Date: _____

Andrew Dasso, AIA

This is a non-binding proposal and not a contract. More information about the design process and responsibilities of the Owner and Architect will be set forth in a formal contract to be signed and dated by the parties before the project commences.

Signed Copy 8/1/2019

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") made and entered into effective on the Execution Date (defined on the signature page below), by and between GRELL ENTERPRISES, LTD., an Illinois corporation (the "Seller"), and SOUTH ROCK ISLAND TOWNSHIP, a unit of local government of Rock Island County, Illinois, (the "Purchaser").

WITNESSETH

In consideration of and in reliance upon the covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE ONE AGREEMENT TO SELL

1.01 **Agreement.** Upon and subject to the terms and conditions contained in this Agreement, Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller, subject only to the matters herein contained, all of Seller's right, title and interest in and to certain real estate commonly known as **4330 11th STREET, ROCK ISLAND, ILLINOIS 61201**, with **Parcel Number: 16-14-100-001** identified and legally described on "Exhibit A" attached hereto (the "Property"). Also included in the sale price and within the definition of the Property are: all easements, rights, appurtenances and improvements located in, about and being appurtenant to the Property, all of Seller's rights, title and interest in all public ways adjoining the Property now or hereafter obtained.

1.02 **Purchase Price.** The purchase price for the Property is **TWO HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$275,000.00)** (the "Purchase Price"), subject to adjustments, credits and prorations provided for under the terms hereof.

1.03 **Earnest Money.** Within three (3) business days after the Execution Date, Purchaser shall pay to Seller the sum of \$10,000.00 as earnest money (together with any interest earned thereon, the "Earnest Money"). If the parties proceed to Closing, the Earnest Money shall be applied to the Purchase Price at the Closing.

1.04 **Payment of Purchase Price.** The balance of the Purchase Price shall be paid by wire transfer, cashier's or certified check, or other form of payment acceptable to Seller, at Closing less the amount of any adjustments, credits and prorations allowed to Purchaser under the terms hereof.

ARTICLE TWO
FINANCING

2.01 **Financing.** Purchaser does not require financing for this transaction, and is ready to close on the Closing Date.

ARTICLE THREE
SEARCHES AND TITLE COMMITMENT

3.01 **Title Costs.** Title insurance and related charges shall be paid as follows:

(a) Seller shall pay the cost of securing the Title Commitment and the Title Policy and the cost of recording any documents required to satisfy or release any liens, claims, charges, security interests or encumbrances, other than a Permitted Exception (as defined below).

(b) Purchaser shall pay the cost of recording Seller's deed; and

(c) Seller shall pay State of Illinois, County and local transfer taxes, if any, applicable to the conveyance of the Property.

3.02 **Title Commitment.** At least 14 days prior to the Closing Date, Seller shall deliver to Purchaser a prepaid commitment for an ALTA Owner's Title Insurance Policy issued by a Title Insurance Company with respect to the Property, in the amount of the Purchase Price for land and buildings committing the company to insure Purchaser (or its nominee) as the owner of good, marketable and indefeasible fee title to the Property, subject to all conditions, covenants, dedications, easements, reservations, restrictions, and building and other setbacks of record or as shown on any recorded plat or other survey of the property, rights of way for drainage tiles, ditches, feeders, laterals, and other underground drain pipes, if any, rights of way for roads, ways, streams, or easements, if any, not shown by the public records, general real estate taxes, special assessments, ordinances of the City and County of Rock Island, all matters visible to a naked eye or that would be determined by an accurate survey of the premises including any encroachment, encumbrance, violation, variation, boundary overlap, or adverse circumstance, and the rights of the public in and to that part of the premises taken or used for roadway purposes. If, in the Purchaser's belief, an exception would reasonably interfere with the Purchaser's intended use of the Property, then the Purchaser shall be able to terminate this Agreement (such exceptions being the "Defects").

3.03 **Defects and Title Commitment.** If the Title Commitment discloses any Defects, then Seller shall have no later than the Closing Date, to cure or remove the Defects. If Seller, after using all reasonable efforts, is unable to cure all Defects prior to the Closing Date,

Seller shall promptly advise Purchaser in a written notice given within prior to the Closing Date. Purchaser shall have the right by delivery of written notice to Seller within ten (10) days after the receipt by Purchaser of Seller's notice as aforesaid to elect either: (i) to terminate this Agreement; or (ii) to proceed pursuant to this Agreement and waive any other Defects that can not be cured by a monetary payment or credit at Closing.

ARTICLE FOUR **CLOSING**

4.01 **Closing Date.** The closing ("Closing") shall take place at the offices of a title insurance company in Rock Island County, Illinois on or before Aug. 31, 2019 ("Closing Date"), unless otherwise agreed to in writing by the parties hereto. The closing fee and related costs of the title insurance company to act as the closing agent shall be paid equally by Seller and Purchaser.

4.02 **Closing Documents.** Unless otherwise noted, the following documents and payments shall be delivered by Seller and Purchaser, respectively, at Closing:

(a) Seller shall deliver at Closing the following, which shall be subject to Purchaser's approval:

1. A recordable warranty deed from Seller to Purchaser conveying fee simple and merchantable title to the Property, subject as defined above;
2. The Transfer Tax Declarations required to be executed by Seller and Purchaser with respect to the State, County and local transfer taxes applicable to the conveyance of the Property pursuant to this Agreement, and Plat Act Affidavits if required;
3. Closing or Settlement Statements provided by the Title Company;
4. Not less than ten (10) days prior to Closing, all current and pending leases Seller is honoring as part of that portion of the Property being rented to others, including a detailed accounting of those leases where rent was prepaid to Seller, as Seller agrees to pay Purchaser, or apply a credit on the Purchase Price for Purchaser at Closing on a pro-rated basis for those leases where rent has been prepaid and extends into Purchaser's ownership of the Property;
5. Not less than ten (10) days prior to Closing, proof of notice to all such tenants advising them of this sale;

6. A proposed assignment of all current and pending leases noted in subparagraph 4; and

7. Any additional documents that Seller, Purchaser and/or the title insurer determine to be reasonably necessary to the proper consummation of the transaction contemplated by this Agreement.

(b) Purchaser shall deliver at Closing the following:

1. A cashier's check, certified check, wire transfer payment, or other form of payment acceptable to Seller for the Purchase Price due at Closing, less any applicable adjustments, prorations and credits provided for in this Agreement;

2. Any additional documents that Seller, Purchaser and/or the title insurer determine to be reasonably necessary to the proper consummation of the transaction contemplated by this Agreement.

ARTICLE FIVE
CREDITS AND PRORATIONS BETWEEN PURCHASER AND SELLER

5.01 **Real Estate Tax Proration.** General real estate taxes ("taxes") for 2018, payable in 2019, shall be the responsibility of Seller. General real estate taxes for 2019, payable in 2020, shall be prorated to the Closing Date on the basis of the most current net taxable value of the Property multiplied by the tax rate found on the 2018 real estate tax bill payable in 2019. Credits shall be given to Purchaser at the Closing for the foregoing taxes which are the responsibility of Seller to pay when those taxes are due, and all subsequent taxes from the Closing Date on are the responsibility of the Purchaser. Special assessments which are a lien upon the Property as of the Closing Date shall be Seller's expense and paid in full at Closing or a credit for same allowed Purchaser.

ARTICLE SIX
ADDITIONAL AGREEMENTS OF SELLER AND PURCHASER

6.01 **Possession.** Seller shall deliver possession of the Property to Purchaser at Closing in the same condition as of the date of this Agreement.

6.02 **RESPA; FIRPTA; FOIA; and Related Documents.** If applicable, Seller and Purchaser agree to make all disclosures and to sign all documents necessary to allow full compliance with the provisions of the Real Estate Settlement Procedures Act of 1974, as

amended, and take such action and furnish such documents as are necessary to comply with the Foreign Investment in Real Property Tax Act, if applicable. The parties further agree to execute and deliver any other documents reasonably necessary to effectuate compliance with any other provisions of law required in connection with this transaction, and acknowledge this Agreement is subject to the Illinois Freedom of Information Act.

ARTICLE SEVEN
WARRANTIES, REPRESENTATIONS AND COVENANTS

7.01 **Warranties, Representations and Covenants of Seller.** Seller represents and warrants to, and covenants with Purchaser that:

7.01.01 **Fee Title.** Seller has good marketable title to the Property free and clear of all liens, covenants, conditions, restrictions, rights of way, easements and encumbrances of any kind or character whatsoever, except the Permitted Exceptions and other matters that will and/or may be eliminated at or prior to Closing.

7.01.02 **No Contracts.** Other than lease agreements otherwise acceptable to Purchaser as provided elsewhere in this Agreement, there will be no management, maintenance, service or other contracts affecting the Property at time of Closing that cannot be lawfully terminated by the Seller or Purchaser immediately after Closing.

7.01.03 **Leases.** As of the Closing Date, other than the current and pending leases noted in Article 4 of this Agreement, there are and will be no other leases executed as to the Property, or any part thereof, and no other person or entity will have any right of possession of the Property or any part thereof, except as approved by Purchaser in advance of the Closing Date, unless otherwise provided for in this Agreement.

7.01.04 **Condition of Property.** The Property is being sold to the Purchaser in "AS-IS CONDITION" as of the Execution Date of this Agreement, normal wear and tear excepted.

7.01.05 **Zoning.** The Property is suitably zoned by the relevant zoning authority(ies) for the Purchaser's intended uses.

7.01.06 **No Litigation.** There is no pending or threatened litigation, administrative proceeding or other proceeding pending or threatened against Purchaser which, if decided or determined adversely, would have a material adverse effect on the ability of Purchaser to purchase the Property pursuant to this Agreement.

7.02 **Warranties, Representations and Covenants of Purchaser.** In addition to covenants, representations and warranties of Purchaser made elsewhere herein, Purchaser represents and warrants to, and covenants with Seller that:

7.02.01 **No Litigation.** There is no pending or threatened litigation, administrative proceeding or other proceeding pending or threatened against Purchaser which, if decided or determined adversely, would have a material adverse effect on the ability of Purchaser to purchase the Property pursuant to this Agreement.

7.02.02 **No Conflict.** Neither the execution of this Agreement nor the consummation of the transaction contemplated by this Agreement will constitute a breach under any contract, agreement or obligation to which Purchaser is a party or by which Purchaser is bound or affected.

ARTICLE EIGHT **CONDEMNATION**

8.01 **Condemnation.** In the event of any threatened, contemplated, commenced or consummated eminent domain proceedings (notice of which shall be given to Purchaser by Seller immediately) respecting the Property, this Agreement shall be automatically terminated, unless otherwise agreed to in writings by Purchaser and Seller.

ARTICLE NINE **DEFAULT**

9.01 **Seller's Default.** If Seller shall default in the performance of any of its obligations hereunder, and if such default is not cured within ten (10) days after written notice to Seller by Purchaser specifying such default, Purchaser shall have the right to: (i) terminate this Agreement with respect to the Property; (ii) proceed with the Closing; or (iii) exercise any other rights and remedies that Purchaser may have at law or in equity, including, without limitation, the right to specific performance.

9.02 **Purchaser's Default.** If Purchaser shall default in the performance of any of its obligations hereunder, and if such default is not cured within ten (10) days after written notice to Purchaser by Seller specifying such default, Seller shall have the right to (i) terminate this Agreement with respect to the Property, and/or (ii) exercise any other rights and remedies that Seller may have at law or in equity.

ARTICLE TEN
MISCELLANEOUS

10.01 **Parties Bound**. This Agreement and all the provisions hereof, including without limitations, all representations and warranties made hereunder, shall extend to, be obligatory upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors and assigns. Further, the parties agree that their respective governing authorities have authorized the execution of this Agreement and the terms contained herein.

10.02 **Invalidity**. If any term, provision or condition of this Agreement is found to be or is rendered invalid or unenforceable, it shall not affect the remaining terms, provisions and conditions of this Agreement, and each and every other term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.03 **Governing Law**. This Agreement shall, in all respects, be governed, construed, applied and enforced in accordance with the laws of the State of Illinois.

10.04 **No Third Party Beneficiary**. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any person or entity as a third party beneficiary under any statutes, laws, codes, ordinances, rules, regulations, orders, decrees or otherwise.

10.05 **Entirety and Amendments**. Upon execution by the parties hereto, this Agreement, the Exhibits hereto and documents referenced herein shall embody the entire agreement between the parties and shall supersede and terminate without further rights or obligations thereunder all prior agreements and understandings (whether written and/or oral) relating to the Property. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

10.06 **Further Acts**. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by Seller to Purchaser, Seller and Purchaser agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered at Closing or after the Closing any and all further acts, deeds and assurances as may be necessary to consummate the transactions contemplated hereby.

10.07 **Time**. Time is of the essence in the performance of each and every term, condition and covenant contained in this Agreement.

10.08 **Joint Drafting**. The Parties acknowledge they are both represented by (or had the opportunity to seek) legal counsel, during the drafting and review of this Agreement. Accordingly, this Agreement shall be deemed to have been drafted jointly by the Parties hereto, and no inference or interpretation against any Party shall be made solely by virtue of such Party allegedly having been the drafter of this Agreement.

10.09 **Assignment**. This Agreement may not be assigned by either party hereto without the written consent of the other party.

10.10 **Acceptance**. This Agreement shall not be deemed to be effective or supersede any prior agreements of the parties until fully executed by all parties (whether in duplicate originals or electronically).

10.11 **Attorneys' Fees**. Should either party employ attorneys to enforce any of the provisions hereof, the party losing in any final judgment agrees to pay the prevailing party all reasonable costs, charges and expenses, including reasonable attorneys' fees, expended or incurred in connection therewith.

10.12 **Realtor/Broker Fees**. There are no realtor or brokerage fees that are to be paid on behalf of the Seller or Purchaser.

10.13 **Notices**. All notices required hereunder shall be in writing and shall be deemed properly served if delivered to the parties or their attorneys in person, by e-mail with proof of delivery by recipient, when deposited for first class mail, as evidenced by a receipt from the Post Office, or by a nationally recognized overnight courier service, to the following addresses, or to such other addresses as either party may subsequently designate:

| | |
|-------------------------------------|---|
| To Purchaser: | South Rock Island Township Attention: Township Supervisor 1019 27 th Avenue Rock Island, Illinois 61201 |
| And to Purchaser's Attorney: | John M. Redlingshafer Mescher, Rinehart & Redlingshafer, P.C. 108 S. Wood Street Washington, IL 61571 jredlingshafer@mescherlaw.com |
| To Seller: | Grell Enterprises, Ltd. Attention: _____ 4330 11 th Street Rock Island, Illinois 61201 |
| And to Seller's Attorney: | [INSERT] |

10.14 **Waiver.** No exercise or waiver, in whole or in part, of any right or remedy provided for in this Agreement will operate as a waiver of any other right or remedy, except as otherwise provide herein. No delay on the part of any party in the exercise of any right or remedy will operate as a waiver thereof.

10.15 **Interpretation.** Captions and headings used in this Agreement are for convenience of reference only and will not affect the construction of any provision of this Agreement. As used herein, the singular will include the plural, and vice versa; any gender will be deemed to include the masculine, feminine and neuter gender; and the terms “including,” “include” or derivatives thereof, unless otherwise specified, shall be interpreted in as broad a sense as possible to mean “including, but not limited to,” or “including, by way of example and not limitation.”

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the date of the last signature below (the “Execution Date”).

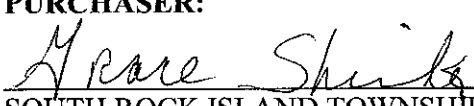
SELLER:


GRELL ENTERPRISES, LTD.

By Its: President & CEO

Dated: 8/1/19, 2019

CORPORATE SEAL:

PURCHASER:


SOUTH ROCK ISLAND TOWNSHIP
By Its: Township Supervisor

Dated: 7/31, 2019

ATTEST:


TOWNSHIP CLERK

“EXHIBIT A”

LEGAL DESCRIPTION

A tract of land, consisting of Lots 54, 55 and 56 in W.R. Well's Addition, and, the South 110 feet of the North 250 feet of the East 139 feet of the Northwest Quarter of the Southwest Quarter of the Northwest Quarter of Section 14, Township 17 North, Range 2 West of the 4th Principal Meridian; all in the City of Rock Island , Rock Island County, Illinois, more particularly described as follows:

Beginning at the Southeast corner of Lot 3 in Case Subdivision; thence S. 89°31'30"E., 260.00 feet, along the Westwardly prolongation of the South line of Lot 56, also being the North line of Tracts SRB452-1 and 3453-B as shown on Sheet 29 of the South Rock Island Township Assessment Maps for Rock Island County; thence N.02°54'21"E., 111.30 feet along the West Right-of-Way line of 11th Street; thence N86°14'01"W., 117.80 feet along the North line of said Lot 54, also being the South line of SRI Tract 3970; thence S.45°28'30" W., 11.30 feet, along the South line of Tract SRI 3970; thence N.89°31'30"W., 139.70 feet, along the South line of Tract 3970; thence S. 00°00'00" W., 110.00 feet, along the East line of Lot 3 in Case Subdivision, to the point of beginning; situated in the City of Rock Island, County of Rock Island and State of Illinois.

Locally known as: 4330 - 11th Street, Rock Island, Illinois 61201

PARCEL IDENTIFICATION NUMBER: 16-14-100-011

**SOUTH ROCK ISLAND TOWNSHIP
RESOLUTION RE: SALE OF REAL PROPERTY**

WHEREAS, South Rock Island Township owns real estate located at 1019 27th Avenue, Rock Island, Illinois, being legally described as follows:

A tract of land located in the Northwest Quarter of Section Eleven (11), Township Seventeen (17) North, Range Two (2) West of the Fourth (4th) Principal Meridian, described as follows: Commencing at the Southwest corner of the North Half of the Northwest Quarter of Section Eleven (11), Township Seventeen (17) North, Range Two (2) West of the Fourth (4th) Principal Meridian; thence North along the center line of Ninth (9th) Street, 326.5 feet to the Southwest corner of Lot Two (2), according to the Assessor's Plat of 1870; thence East along the South line of said Assessor's Lot Two (2), 308.5 feet; thence North parallel with the West line of said Lot Two (2), (the center line of 9th Street), 177.15 feet; thence East parallel with the North line of said Assessor's Lot Two (2), 458.5 feet to the place of beginning of this description; thence North parallel with the West line of Eleventh (11th) Street, 152.0 feet to the North line of said Assessor's Lot Two (2); thence West along the North line of said Assessor's Lot Two (2), 50.0 feet; thence South parallel with the West line of Eleventh (11th) Street, 152.0 feet; thence East parallel with the North line of said Assessor's Lot Two (2) 50.0 feet to the place of beginning;

AND

A tract of land located in the Northwest Quarter of Section Eleven (11), Township Seventeen (17) North, Range Two (2) West of the Fourth (4th) Principal Meridian, described as follows: Commencing at the Southwest corner of the North Half of the Northwest Quarter of Section Eleven (11), Township Seventeen (17) North, Range Two (2) West of the Fourth (4th) Principal Meridian; thence North along the center line of Ninth (9th) Street 326.5 feet to the Southwest corner of said Lot Two (2), according to the Assessor's Plat of 1870; thence East along the South line of said Assessor's Lot Two (2), 308.5 feet; thence North parallel with the West line of said Lot Two (2) (the center line of 9th Street) 177.15 feet; thence East parallel with the North line of said Assessor's Lot 2, 408.5 feet to the place of beginning of this description; thence continuing East, fifty (50) feet; thence South parallel with the West line of Eleventh (11th) Street, 25 feet; thence West parallel with the South line of said Assessor's Lot Two (2), 50 feet; thence North, 25 feet to the place of beginning;

AND

That part of Lot Two (2) according to the Assessor's Plat of 1870 in the Northwest Quarter of Section Eleven (11), Township Seventeen (17) North, Range Two (2) West of the Fourth (4th) Principal Meridian, beginning at a point at the Northwest corner of the intersection of Eleventh (11th) Street and Twenty-seventh (27th) Avenue in the City of Rock Island, County of Rock Island and State of Illinois, measuring West along the North side of said Twenty-seventh (27th) Avenue for a distance of 200 feet; thence North 151.66 feet; thence East 50 feet; thence South 151.66 feet; thence West along the North side of said 27th Avenue 50 feet to the place of beginning;

All of the foregoing being situated in the City of Rock Island, County of Rock Island and State of Illinois.

P.I.N.: 16-11-100-004;

WHEREAS, the property at 1019 27th Avenue, Rock Island, IL, is comprised of a multi-user office building;

WHEREAS, the above parcel of real estate totals approximately 16,427 square feet, zoned "B-1" Neighborhood Business District;

WHEREAS, South Rock Island Township intends to sell the above-described real property in accordance with 60 ILCS 1/30-50;

WHEREAS, an appraisal of said property by state licensed real estate appraiser, said appraisal dated February 4, 2019, has been publicly available since February 25, 2019;

WHEREAS, 60 ILCS 1/30-50 authorizes the electors to delegate authority to the Township Board for the sale of the Township's corporate property that may be deemed conducive to the interests of all inhabitants and sets for the procedures by which the sale process must be conducted;

WHEREAS, pursuant to 60 ILCS 1/30-50, electors at the Annual Town Meeting of April 9, 2019, adopted Annual Town Meeting Resolution #2019-01 Delegating the Power to Purchase, Sell, or Lease Property to the Township Board.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the South Rock Island Township Board as follows:

SECTION 1. That the following described real estate is to be sold by South Rock Island Township:

A tract of land located in the Northwest Quarter of Section Eleven (11), Township Seventeen (17) North, Range Two (2) West of the Fourth (4th) Principal Meridian, described as follows: Commencing at the Southwest corner of the North Half of the Northwest Quarter of Section Eleven (11), Township Seventeen (17) North, Range Two (2) West of the Fourth (4th) Principal Meridian; thence North along the center line of Ninth (9th) Street, 326.5 feet to the Southwest corner of Lot Two (2), according to the Assessor's Plat of 1870; thence East along the South line of said Assessor's Lot Two (2), 308.7 feet; thence North parallel with the West line of said Lot Two (2), (the center line of 9th Street), 177.15 feet; thence East parallel with the North line of said Assessor's Lot Two (2), 458.5 feet to the place of beginning of this description; thence North parallel with the West line of Eleventh (11th) Street, 152.0 feet to the North line of said Assessor's Lot Two (2); thence West along the North line of said Assessor's Lot Two (2), 50.0 feet; thence South parallel with the West line of Eleventh (11th) Street, 152.0 feet; thence East parallel with the North line of said Assessor's Lot Two (2) 50.0 feet to the place of beginning;

AND

A tract of land located in the Northwest Quarter of Section Eleven (11), Township Seventeen (17) North, Range Two (2) West of the Fourth (4th) Principal Meridian, described as follows: Commencing at the Southwest corner of the North Half of the Northwest Quarter of Section Eleven (11), Township Seventeen (17) North, Range Two (2) West of the Fourth (4th) Principal Meridian; thence North along the center line of Ninth (9th) Street 326.5 feet to the Southwest corner of said Lot Two (2), according to the Assessor's Plat of 1870; thence East along the South line of said Assessor's Lot Two (2), 308.5 feet; thence North parallel with the West line of said Lot Two (2) (the center line of 9th Street) 177.15 feet; thence East parallel with the North line of said Assessor's Lot 2, 408.5 feet to the place of beginning of this description; thence continuing East, Fifty (50) Feet; thence South parallel with the West line of Eleventh (11th) Street, 25 feet; thence West parallel with the South line of said Assessor's Lot Two (2), 50 feet; thence North, 25 feet to the place of beginning;

AND

That part of Lot Two (2) according to the Assessor's Plat of 1870 in the Northwest Quarter of Section Eleven (11), Township Seventeen (17) North, Range Two (2) West of the Fourth (4th) Principal Meridian, beginning at a point at the Northwest corner of the intersection of Eleventh (11th) Street and Twenty-seventh (27th) Avenue in the City of Rock Island, County of Rock Island and State of Illinois, measuring West along the North side of said Twenty-seventh (27th) Avenue for a distance of 200 feet; thence North 151.66 feet; thence East 50 feet; thence South 151.66 feet; thence West along the North side of said 27th Avenue 50 feet to the place of beginning;

All of the foregoing being situated in the City of Rock Island, County of Rock Island and State of Illinois.

SECTION 2. That the Township Clerk, upon publication of this resolution, shall publish notice of the date by which bids must be received, which shall be not less than 30 days after the date of publication, and of the place, time, and date of which bids shall be opened, which shall be at a regular meeting of the Township Board;

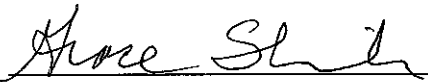
SECTION 3. That the Township Board may accept the high bid, or any other bid determined to be in the best interests of the Township by a vote of three-fourths of the Township Board then holding office, but in no event at a price less than 80% of the appraised value. The Township Board may reject any and all bids and can waive any technicalities or irregularities.

SECTION 4. That following acceptance of a bid, the South Rock Island Township Board is authorized to negotiate the final terms and conditions of the sale, based on the terms and conditions of sale approved by the Township Board herein, and approve a sale if the Township Board determines such sale is in the best interest of the Township.

SECTION 5. That the South Rock Island Township Supervisor and the Township Clerk are hereby authorized to execute all documents in connection with the sale of said real estate, including listing with an Illinois-licensed real estate agent whose compensation shall not exceed 7% of the sale price of the property.

SECTION 6. That the Township Board sets the minimum sale price of the property at 80% of the appraised value of \$128,000. Priority will be placed on the Township's ability to continue to provide services without interruption.

APPROVED in open meeting August 5, 2019.



Grace Diaz Shirk, Supervisor
South Rock Island Township

ATTEST:



Nick Camlin, Township Clerk
South Rock Island Township