

RESOLUTION NO. 2021-R-01

A RESOLUTION AUTHORIZING THE WEST CHICAGO FIRE PROTECTION DISTRICT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF WEST CHICAGO REGARDING THE SALE OF PROPERTY LOCATED AT 215 SMITH ROAD, WEST CHICAGO, ILLINOIS

WHEREAS, the Board of Trustees (hereinafter the "Board") of the West Chicago Fire Protection District, DuPage County, Illinois, (hereinafter the "District") has the duty and authority to enter into contracts; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to cooperate with each other in order to accomplish common goals and objectives; and

WHEREAS, 5 ILCS 220/3 entitled the "Intergovernmental Cooperative Act," provides that any power or powers, privilege or authority exercised or which may be exercised by a public agency may be exercised, transferred, combined and enjoyed jointly with any other public agency; and

WHEREAS, the District and the City of West Chicago (hereinafter the "City"), as units of local government, are both public agencies as defined by statute; and

WHEREAS, a piece of commonly identified by the address of 215 Smith Road and with the PIN number 01-20-302-303 was previously subdivided with the intention that the lot be owned by the District; and

WHEREAS, by mistake, the property identified above, was vested to the City; and

WHEREAS, because the District has no use for the property, the City and District reached an agreement whereas the City would place the property commonly known as 215 Smith Road for sale; and

WHEREAS, the City has found a buyer for the property commonly known as 215 Smith Road, West Chicago, Illinois; and

WHEREAS, the Board has determined that it is in the best interest of the District to enter into an agreement with the City to provide for the terms of the sale of the property known as 215 Smith Road, West Chicago, Illinois.

NOW THEREFORE, BE IT RESOLVED, by the Board of Trustees of the West Chicago Fire Protection District, DuPage County, Illinois, Illinois, as follows:

Section One: The President and Secretary of the District's Board of Trustees are authorized to enter into the intergovernmental agreement with the City of West Chicago in substantially the same form as the Agreement attached hereto and made a part hereof as Exhibit 1.


Section Two: This Resolution shall be in full force and effect upon its adoption and shall supersede any agreement, resolution, or motion in conflict with any part herein, any such agreement, resolution, or motion or part thereof is hereby repealed.

ADOPTED this 27th day of May, 2021 by a roll call vote as follows:

AYES: 4 - Bratcher, Grobe, Gagliardi, Campos

NAYS: 0 - NONE

ABSENT: 1 - usedom


President, Board of Trustees
West Chicago Fire Protection District

ATTEST:


Secretary, Board of Trustees
West Chicago Fire Protection District

State of Illinois)
)
County of DuPage)

SS

SECRETARY'S CERTIFICATE

I, **JAMES GROBE**, the duly qualified and acting Secretary of the Board of Trustees of the West Chicago Fire Protection District, DuPage County, Illinois, do hereby state that attached hereto is a true and correct copy of a Resolution entitled:

RESOLUTION NO. 2021-R-01

A RESOLUTION AUTHORIZING THE WEST CHICAGO FIRE PROTECTION DISTRICT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF WEST CHICAGO REGARDING THE SALE OF PROPERTY LOCATED AT 215 SMITH ROAD, WEST CHICAGO, ILLINOIS

which Resolution was duly adopted by said Board of Trustees at a meeting held on the 27th day of May, 2021.

I do further certify that a quorum of said Board of Trustees was present at said meeting, and that the Board complied with all requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of May, 2021.



Secretary / Board of Trustees
West Chicago Fire Protection District

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF WEST CHICAGO
AND WEST CHICAGO FIRE PROTECTION DISTRICT
CONCERNING SALE OF 215 SMITH ROAD, WEST CHICAGO, ILLINOIS**

THIS INTERGOVERNMENTAL AGREEMENT, made this 27 day of May, 2021, between the CITY OF WEST CHICAGO, a body corporate and politic, (hereinafter referred to as “City”) and the WEST CHICAGO FIRE PROTECTION DISTRICT, a body corporate and politic (“District”) (collectively referred to as the “Parties”),

WITNESSETH:

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1, *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities and further authorize units of local government to contract and otherwise associate with individuals, associations and corporations in any manner not prohibited by any law or by ordinance; and

WHEREAS, the City and the District are units of local government as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*; and

WHEREAS, several years ago, property within the City, commonly known as the Town & Country Homes First Addition to West Chicago, was subdivided; and

WHEREAS, as part of the subdivision and development of the Town & Country Homes property, title to a lot identified as Outlot H, PIN 01-20-302-003 (“Property”) was to be vested in the District; and

WHEREAS, in error, title to the Property was vested in the City; and

WHEREAS, since the date of the transfer of title to the Property to the City, the District has had no use for the Property; and

WHEREAS, accordingly, rather than cure the error in the tender of title, with the agreement of the District, the City has held title to the Property since it vested in the City; and

WHEREAS, in recognition of the District's determination that it has no use for the Property, the District and the City determined it would be in the best interest of the District to allow the City to determine the Property to be surplus and to authorize the sale of the Property consistent with the provisions of Illinois law; and

WHEREAS, pursuant to Resolution No. 2018-R-0069, the Corporate Authorities of the City determined that it is no longer necessary, appropriate, or in the best interest of the City that it retain title to the Property; and

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-76-4.1, the City authorized the sale of the surplus Property, and directed the City Administrator to publish notice of the proposed sale based upon a written certified appraisal for the Real Property; and

WHEREAS, the City Administrator did so advertise the Property for sale, and through the assistance of a licensed real estate broker, has recently received an offer to purchase the Property; and

WHEREAS, the offered purchase price is at the sale price the City hoped to achieve, and it is determined to be a fair and reasonable offer price given the current market conditions; and

WHEREAS, the City and the District being in agreement that the Property shall be sold, as such determination is in keeping with the goals of both units of local government to efficiently and economically serve the residents of their respective units of government, the Parties hereto agree that the sale is to be consummated under the terms set forth herein.

NOW, THEREFORE, pursuant to their powers of intergovernmental cooperation and in consideration of the foregoing premises and the mutual promises, agreements, covenants, and grants hereinafter made, IT IS MUTUALLY AGREED between the City and the District, as follows:

Section 1. Incorporation of Recitals. The foregoing recitals are incorporated herein by reference as if fully set forth.

Section 2. Sale of the Property. The City shall take all steps necessary to sell the Property for the amount of \$65,000.00 plus or minus necessary prorations on terms and conditions it deems in the best interests of the City and the District, and thereafter, to provide to the District the proceeds from the sale of the Property, subject to the terms of Section 3.

Section 3. City Costs. In recognition of City's assumption of the duties to sell the Property, the District agrees that, prior to tender of the sale proceeds to the District, the City shall deduct from the proceeds of the sale all costs and fees it incurred to relative to the Property, including, but not limited to: appraisal of the property, wetland/floodplain delineation, property maintenance during City ownership, advertisement for sale, broker fees, title costs and fees, survey cost (if any), inspection fees (if any) and legal fees. For purposes of its reimbursement, the City shall tender to the District an itemization of all costs and fees intended to be deducted from the sale proceeds within three (3) business days of the sale of the Property, and upon written agreement thereto from the District, the City shall transfer the remaining proceeds to the District in a manner satisfactory to the Parties.

Section 4. Duties of the Parties. Should the Buyer decline to proceed with the acquisition, the duties of the Parties under this Agreement shall continue and be fully performed through any subsequent sale.

Section 5. Miscellaneous.

- A. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to this matter and supersedes all prior understandings and agreements.
- B. Notice. All notice shall be in writing. If to West Chicago, the notice shall be addressed to the City of West Chicago, 475 Main Street, West Chicago, Illinois 60185, Attention: City Administrator, and if to the Fire Protection District, to the West Chicago Fire Protection District, 200 Fremont, West Chicago, Illinois 60185, Attention: Fire Chief.
- C. Amendment. This Agreement may be amended at any time, provided such amendment is in writing and approved by the corporate authorities of both Parties.
- D. This Agreement may be executed in counterparts with each counterpart to be deemed an original, and all counterparts together shall be deemed one document.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

THIS AGREEMENT is executed on behalf of the West Chicago Fire Protection District by the President and Secretary of its Board of Trustees, pursuant to authority granted at a meeting of said Board held on the 27th day of May, 2021, and on behalf of the City of West Chicago by its Mayor and City Clerk, pursuant to authority granted at a meeting of the City Council of West Chicago held on the ____ day of _____, 2021.

CITY OF WEST CHICAGO

ATTEST:

Mayor Ruben Pineda

City Clerk Nancy M. Smith

**WEST CHICAGO FIRE
PROTECTION DISTRICT**

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees