

Resolution No. 15-18

A RESOLUTION OF THE VILLAGE OF EAST DUNDEE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF EAST DUNDEE AND DUNDEE TOWNSHIP IN REGARD TO USE AND OCCUPANCY OF A PORTION OF THE SUMMIT SCHOOL, 611 EAST MAIN STREET, EAST DUNDEE, ILLINOIS

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of East Dundee, Cook and Kane Counties, Illinois, as follows:

Section 1. The Intergovernmental Agreement between the Village of East Dundee and Dundee Township in regard to use and occupancy of a portion of Summit School, 611 E. Main Street, East Dundee, Illinois as attached hereto as EXHIBIT A, shall be and hereby is approved.

Section 2. The Village President shall be and is hereby authorized to execute EXHIBIT A on behalf of the Village.

Section 3. This resolution shall take full force and effect upon its passage and approval as provided by law.


Passed by the President and the Village Board of Trustees of the Village of East Dundee, Illinois, this 20th day of August, 2018.

AYES: Trustees Selep, Wood, Hall, Mahony and Andresen

NAYS: Trustee Lynam

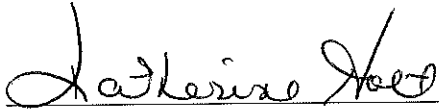
ABSENT: Ø

APPROVED:



Village President

Attest:



Village Clerk

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF EAST DUNDEE AND DUNDEE TOWNSHIP IN
REGARD TO THE USE AND OCCUPANCY OF A PORTION OF THE SUMMIT
SCHOOL, 611 EAST MAIN STREET, EAST DUNDEE, ILLINOIS**

This INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF EAST DUNDEE AND DUNDEE TOWNSHIP IN REGARD TO THE USE AND OCCUPANCY OF A PORTION OF THE SUMMIT SCHOOL, 611 EAST MAIN STREET, EAST DUNDEE, ILLINOIS ("Agreement") is entered into this 20th day of August, 2018 ("Effective Date") by and between the Village of East Dundee, an Illinois home rule municipal corporation ("Village") and Dundee Township, an Illinois township ("Township"). The Village and the Township are sometimes individually referred to herein as a "Party" and collectively referred to as the "Parties."

WITNESSETH

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 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, and to use their credit, revenues and other reserves to pay costs related to intergovernmental activities; and

WHEREAS, the Village owns the real property commonly known as Summit School, 611 East Main Street, East Dundee, Illinois, as legally described and depicted in **EXHIBIT A**, respectively, attached hereto and made a part hereof ("Subject Property"); and

WHEREAS, the Village desires to allow the Township to use and occupy four (4) classroom spaces within the Subject Property, as depicted in **EXHIBIT B** attached

hereto and made a part hereof ("Licensed Premises"), if the terms and conditions in this Agreement are met; and

WHEREAS, the Township desires to use and occupy the Licensed Premises on the terms and conditions set forth in this Agreement; and

WHEREAS, it is in the best interests of the Parties to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, representations and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereto agree as follows:

SECTION 1: INCORPORATION OF PREAMBLES

The preambles hereto, as set forth above, are incorporated herein by reference and are made part hereof.

SECTION 2: LICENSE AND LIMITATIONS

2.1 Grant of License. The Village hereby grants to the Township a revocable license ("License") to occupy and use, subject to all of the terms, conditions and restrictions contained herein, the Licensed Premises for a clothing closet program and employment related training sessions. The Township shall pay the Village a one-time License fee of Ten and No/100 Dollars (\$10.00).

2.2 Scope and Limitations of License. The License granted herein shall permit the Township to use and occupy the Licensed Premises for the uses set forth in Section 2.1 above, subject to the restrictions and requirements imposed by this Agreement, including, but not limited to, the following restrictions and requirements:

- A. At its sole cost and expense, the Township shall obtain all permits with the Village waiving its permit fees and shall make all necessary improvements to the Licensed Premises in order to bring the Licensed Premises in to compliance with all applicable Village building, fire and life safety codes ("Improvements"). The Township will not pay increased Association Fees. The Village understands that the Township will install and complete the drop ceiling grid and tiles, provide fire extinguishers, battery operated fire/smoke and CO detectors, exit signs and emergency lights. The Village understands that no other modifications will be required outside of the aforementioned improvements required by this section. It shall be the

Township's responsibility to ensure that the Licensed Premises remains in compliance with the Village Code, the Village Zoning Ordinance, and all federal, State of Illinois, and other local laws, ordinances, regulations, rules and directives at all times that the Township occupies the Licensed Premises. All Improvements must be pre-approved by the Village Administrator.

- B. At its sole cost and expense, the Township shall be responsible for all maintenance and upkeep of the Licensed Premises. The Village shall be responsible for the maintenance and upkeep of the remainder of the Subject Property in which the Licensed Premises are found.
- C. Any maintenance to the Licensed Premises provided by the Village, in its sole discretion, shall be performed at a level approved by the Village Administrator. Any such maintenance shall be minor and have a minimal impact on Village operations.
- D. The Township shall refrain from using the Licensed Premises in any unreasonable, unsafe and/or illegal manner, and shall at all times use the Licensed Premises in full compliance with all applicable provisions of this Agreement, the Village Code, the Village Zoning Ordinance, and all federal, State of Illinois, and other local laws, ordinances, regulations, rules and directives.
- E. The footprint of the Licensed Premises within the Subject Property may be expanded at the request of the Township upon the approval of the Village Administrator, which approval may be granted or withheld in the Village Administrator's sole discretion. Any expansion of the Licensed Premises shall be incorporated into this Agreement by attaching an amended **Exhibit B** to this Agreement, which shall not require further approval by the corporate authorities of the Parties.
- F. The Village, at no cost, will provide basic emergency action plan training and/or will review and comment on the emergency action plan developed by the Township in relationship to the Licensed Premises and the use of volunteers.

2.3 Term of License. This Agreement shall remain in effect until it is terminated by agreement of the Village and the Township, or until it is terminated as set forth in Section 3 below. The License is for the temporary permissive use of the Licensed Premises only and creates no tenancy, property and/or other interest in the Licensed Premises on the part of, or for the benefit of, the Township or any user of the Licensed Premises.

2.4 Non-Assignability of License. The License is personal and shall not be assigned and/or transferred to any other person or entity without the expressed written

consent of the Village, which consent may be withheld in the Village's sole and absolute discretion.

SECTION 3: TERMINATION

3.1 Termination. This Agreement may be terminated by either Party by providing thirty (30) days written notice to the other Party. If this Agreement is terminated by the Township, the Village shall have no obligation to reimburse the Township for the cost and expense of any Improvements. Upon termination the Township shall vacate the Licensed Premises.

3.2 Termination By Village. Upon termination of this Agreement by the Village, the Village shall reimburse the Township for the cost and expense of the Improvements up to Five Thousand and No/100 Dollars (\$5,000.00), except that the cost of each Improvement shall be reduced by twenty percent (20%) at the end of the calendar year each year following the installation of said Improvement. The Village shall only be obligated to reimburse the Township for the cost of any Improvement as depreciated herein.

3.3 Purchase of Licensed Premises By Township. If the Township purchases the Licensed Premises from the Village at any time in the future, the Village shall reduce the sale price of the Licensed Premises by the cost and expense of the Improvements, subject to a reduction in the value of the Improvement per the depreciation schedule set forth in Section 3.2 above.

3.4 Default. In the event that a Party fails to perform under this Agreement, the other Party shall notify the non-performing Party of the default, in writing, setting forth the nature of the default. The Party that has failed to perform shall have five (5) days after receipt of the notice to correct such failure or, in the event said correction cannot be accomplished within said five (5) day period, take substantial steps toward correcting the failure within said five (5) day period, with the correction to be made within fifteen (15) days of the aforementioned notice. If, after fifteen (15) days, the default has not been corrected, or if after five (5) days substantial steps have not been taken to correct the default, with the default being corrected within the aforementioned fifteen (15) day period, the Party serving the notice may then declare this Agreement terminated. If any legal action is instituted to enforce this Agreement or any part of this Agreement by the Village, the Village shall be entitled to recover reasonable attorney's fees and court costs if it prevails in the legal action.

SECTION 4: NOTICES

4.1 Delivery and Effective Date. Notice or other writings which either Party is required to, or may wish to, serve upon the other Party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

(A) If to the Village:

Village Administrator
Village of East Dundee
120 Barrington Avenue
East Dundee, Illinois 60118

With an additional
copy to:

Gregory T. Smith
Klein, Thorpe & Jenkins, Ltd.
20 N. Wacker Drive, Suite 1660
Chicago, Illinois 60606

(B) If to the Township:

Township Supervisor
611 East Main Street
Suite 201
East Dundee, Illinois 60118-2492

or to such other address, or additional parties, as either Party may from time to time designate in a written notice to the other Party. Service by certified mail shall be deemed given on the third day following the mailing of said notice, and service by personal delivery shall be deemed given upon actual delivery.

SECTION 5: MISCELLANEOUS PROVISIONS

5.1 Indemnification and Insurance. The Township covenants and agrees to indemnify, defend and hold harmless the Village and its elected officials, officers, agents, employees and volunteers from and against any and all claims, losses, lawsuits, actions, injuries, accidents, costs and/or expenses (including reasonable attorneys' fees) for damages to person(s) or property arising out of or in relation to the acts or omissions of the Township or the Township's officers, agents, contractors, employees or volunteers, relating in any way to the use, maintenance or repair of the Licensed Premises. In the event of any claims, actions, suits, damages, costs, expenses and liabilities, the Village shall have the right to counsel of its choice and the right to direct its own defense. The Township shall maintain liability insurance coverage for the Licensed Premises from the commencement of the term of this Agreement until its termination. The Village shall have the right to approve the coverage, coverage limits and carrier of the liability insurance, which approval shall not be unreasonably withheld. The Township shall provide the Village with a certificate of insurance describing such insurance coverage within thirty (30) days after the commencement of the term of this Agreement, and shall update same, as necessary thereafter, during the term of this Agreement. Such insurance coverage shall name the Village, its elected officials, officers, agents, employees and volunteers as additional insureds, and shall provide that the insurance coverage provided by the Township shall be primary and non-contributory to any insurance coverage of the Village. Failure of the Township to

provide such insurance certificate, within ten (10) business days after notice from the Village of the Township's failure to provide a current certificate of insurance, shall terminate this Agreement without further action by either Party.

5.2 Severability of Agreement. The terms and conditions set forth in this Agreement shall be severable. In the event that any of the provisions contained herein are declared by a court of competent jurisdiction to be inconsistent with federal, State of Illinois or local law, or otherwise unenforceable for any reason whatsoever, the remaining provisions shall remain in full force and effect as to the Parties.

5.3 No Waiver. Nothing contained in this Agreement shall constitute a waiver of any privileges, defenses or immunities which the Parties may have under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, *et seq.*, with respect to any claim brought by a third party. The failure of any Party to insist upon the strict and prompt performance of the terms, covenants, agreements and conditions herein contained, or any of them, by any other Party, shall not constitute or be construed as a waiver or relinquishment of any Party's right thereafter to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.

5.4 Choice of Law / Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, and any court proceedings between the Parties hereto shall be brought in Kane County, Illinois.

5.5 Force Majeure. If the performance by any Party hereunder is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances shall only include acts of God, war, strikes or similar acts of *force majeure*), the time for such performance shall be extended by the amount of time of such delay.

5.6 No Third Party Beneficiaries. This Agreement is not intended to benefit any person, entity or municipality not a Party to this Agreement, and no other person, entity or municipality shall be entitled to be treated as beneficiary of this Agreement. This Agreement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, any agent, contractor, subcontractor, consultant, volunteer or other representative of any Party hereto. No agent, employee, contractor, subcontractor, consultant, volunteer or other representative of the Parties hereto shall be deemed an agent, employee, contractor, subcontractor, consultant, volunteer or other representative of any other Party hereto.

5.7 Counterparts. This Agreement may be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.


5.8 Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral

agreements between them regarding the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

5.9 Effective Date. This Agreement shall be deemed dated and become effective on the date on which the last of the Parties executes this Agreement, which date shall be inserted on page 1 of this Agreement.

IN WITNESS WHEREOF, the Village, pursuant to authority granted by the adoption of a Motion/Resolution by its Board of Trustees, has caused this Agreement to be executed by its President and attested by its Clerk; and the Township, pursuant its authority, has caused this Agreement to be signed by its Supervisor and attested by its Clerk.

VILLAGE OF EAST DUNDEE

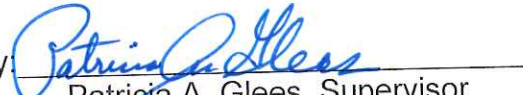
By: 
Lael Miller, President

ATTEST:


Katherine Holt, Village Clerk

Dated: August 20, 2018

DUNDEE TOWNSHIP

By: 
Patricia A. Glees, Supervisor

ATTEST:


Bob Block, Township Clerk

Dated: August 27, 2018

EXHIBIT A

Legal Description and Depiction of the Subject Property

Legal Description:

P.I.N.:

Common Address: 611 East Main Street, East Dundee, Illinois 60118

[Insert Map of Subject Property]

Alan J. Coulson, P.C.
PROFESSIONAL LAND SURVEYORS
PLAT OF SURVEY

2013K069969
 SANDY WEGHIAN
 MEMBER - KANE COUNTY, IL
 MEMBER - ILLINOIS SURVEYORS
 MEMBER - ILLINOIS ENGINEERS

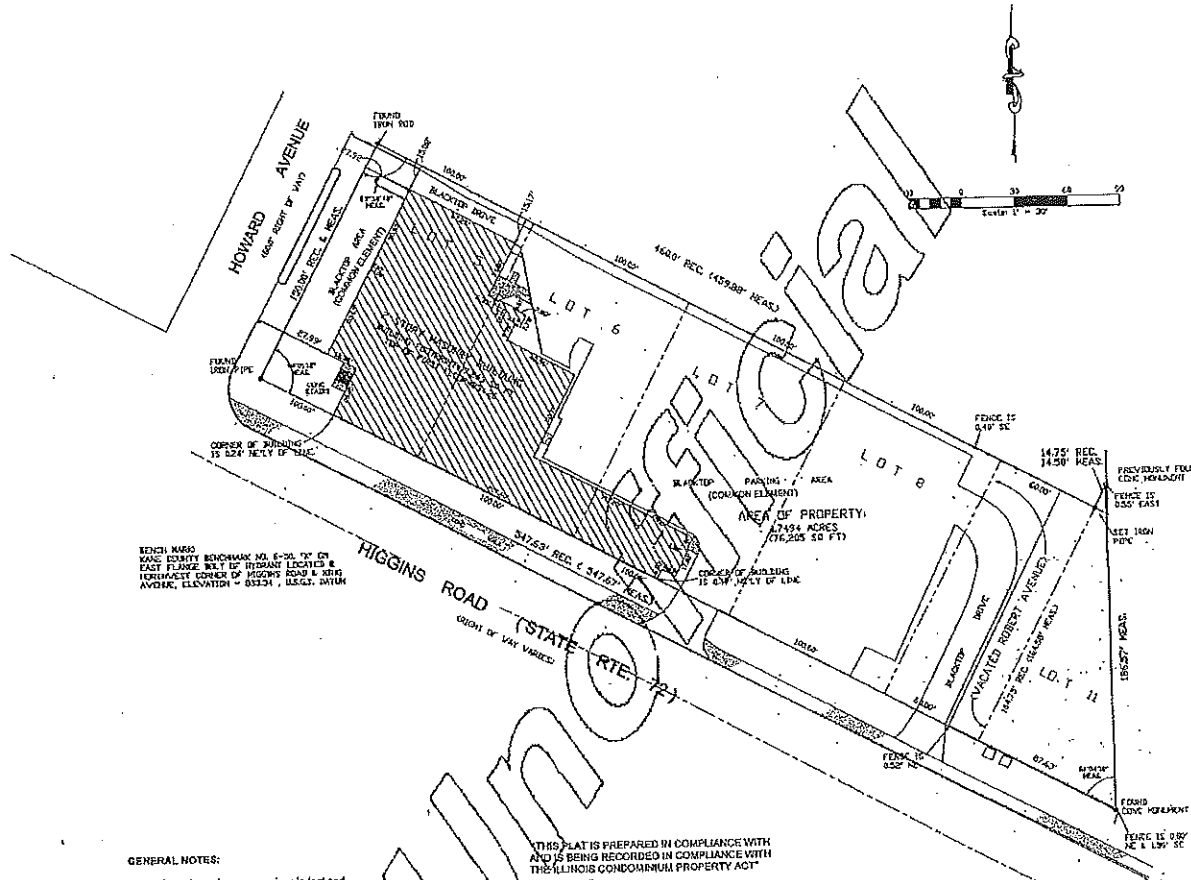
ENCL 11

OF PROPERTY DESCRIBED AS FOLLOWS:

Lots 5, 6, 7, 8, and 11, and all that part of vacated Robert Avenue lying between the Southeastly extension of the Northeastly and Southwestly lines of said Lots 5 through 8, in Block 1 of Fox River Bluffs Unit 1, a subdivision of part of Section 23, Township 42 North, Range 6 East of the Third Principal Meridian, in the Village of East Dundee, Kane County, Illinois.

SUMMIT SQUARE CONDOMINIUM

SHEET 1 OF 2



BENCH MARKS
 KANE COUNTY BENCHMARK NO. 6-20, 'X' ON
 EAST FLANGE 30' BY 12" SIGN LOCATED &
 NORTHEAST CORNER OF RIGGINS ROAD & KING
 AVENUE, ELEVATION = 833.34, U.S.G.S. datum

GENERAL NOTES:

Dimensions shown hereon are given in foot and decimal parts thereof.

Exterior horizontal dimensions are measured to exterior masonry (block) walls.

Interior horizontal dimensions are measured to finished drywall and exposed concrete block walls.

Interior vertical dimensions (elevations) are measured from concrete floors to bottom, (unless otherwise noted), the metal grid for the acoustical tile ceiling.

Benchmark Kane County Benchmark No. 6-56, A of Lot 5 'X' on the East Flange bolt of a hydrant located @ Northwest corner of Higgins Road & King Avenue, Elevation = 833.34, U.S.G.S. datum.

Area of property: 1,7484 acrs. (78,205 sq ft)

THIS PLAT IS PREPARED IN COMPLIANCE WITH AND IS BEING RECORDED IN COMPLIANCE WITH THE ILLINOIS CONDOMINIUM PROPERTY ACT

CHARLES J. HILL, P.L.S. #2700

MY LICENSE EXPIRES: NOVEMBER 30, 2014

THIS PLAT IS BEING RECORDED BY:

FIDELITY NATIONAL TITLE
 333 COMMERCE DRIVE, SUITE 100
 CRYSTAL LAKE, ILLINOIS 60014

STATE OF ILLINOIS) BY: Sept 24, 2013
 COUNTY OF KANE)

I hereby certify that I have surveyed the property described in the above caption according to the official record, and that the above plat is a true and correct representation of said survey.

Charles J. Hill, Professional Land Surveyor No. 38-2700
 My License Expires 11/30/14

Any discrepancy in measurement should be promptly reported to the surveyor for explanation or correction.

WE DO NOT CERTIFY AS TO THE LOCATION OF UNDERGROUND UTILITIES OR UNDERGROUND IMPROVEMENTS.

FIELD WORK COMPLETED: April 5, 2013

THIS SURVEY IS VALID ONLY WITH UNRECORDED DEED.

This professional service conforms to the current Illinois minimum standards for a boundary survey.
 Professional Design: First Land Geomatics Corporation, License No. 164-012843

Alan J. Coulson, P.C.
 PROFESSIONAL LAND SURVEYORS
 845 S. 8th St., (Rte. 31) West Dundee, IL 60118
 Phone: (847) 428-2911 Fax: (847) 426-8074
 E-Mail: SIRVAYR@AOL.COM

Scale: 1" = 30'
 Date: PREPARED FOR: FIDELITY NATIONAL TITLE
 Author: [Signature]
 Date: 03-24-13
 Title: [Signature]
 Job: 050-184604
 City: EAST DUNDEE

Compare the description on this plat with deed. Refer to deed for easements and building lines.

EXHIBIT B

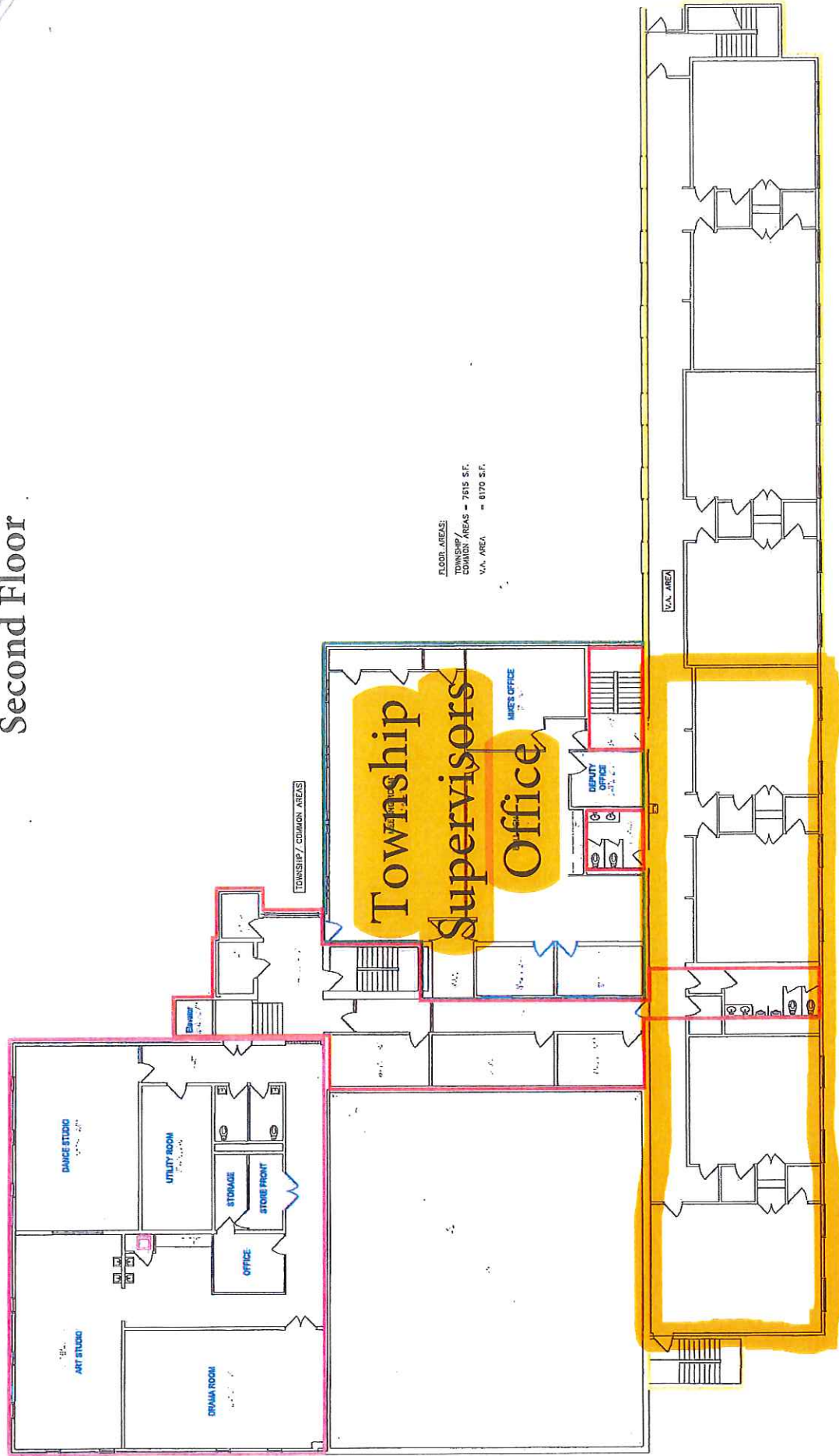
Depiction of the Licensed Premises

(attached)

[Insert Map of Licensed Premises]

4837-4788-9006, v. 1

Summit School Second Floor



FLOOR AREAS:
TOWNSHIP / COMMON AREAS = 7615 S.F.
V.A. AREA = 8170 S.F.

Dundee Township Clothing Closet Request