

RESOLUTION NUMBER 12-18

A RESOLUTION OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, APPROVING A FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT REGARDING THE FORMER FIRE DISTRICT STATION AND THE NEW FIRE DISTRICT STATION BY AND BETWEEN THE VILLAGE OF EAST DUNDEE AND THE EAST DUNDEE FIRE PROTECTION DISTRICT

WHEREAS, the Village of East Dundee ("Village") is a home rule unit of local government pursuant to Section 6 of Article VII of the Constitution of the State of Illinois, and has the authority to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, on September 3, 2013, the Village President and Board of Trustees approved Resolution 36-13, entitled "A Resolution Approving An Intergovernmental Agreement Between the Village of East Dundee and the East Dundee Fire Protection District for the Transfer of Real Property" ("Resolution 36-13"); and

WHEREAS, Resolution 36-13 approved an "Intergovernmental Agreement" by and between the Village and the East Dundee Fire Protection District with regard to conveyances of certain real property; and

WHEREAS, it is deemed necessary and desirable for the Village to approve and enter into an amendment to the Intergovernmental Agreement as set forth in the "First Amendment to the Intergovernmental Agreement Regarding the Former Fire District Station and the New Fire District Station by and Between the Village of East Dundee and the East Dundee Fire Protection District," attached hereto as **Exhibit A** and made a part hereof ("Agreement"), by and between the Village and the East Dundee Fire Protection District;

NOW THEREFORE BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF EAST DUNDEE, COOK AND KANE COUNTIES, ILLINOIS, AS FOLLOWS:

SECTION 1: Incorporation. Each Whereas paragraph above is incorporated by reference into this Section and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: Approval. The Village President and Board of Trustees authorize and approve the Agreement, subject to approval of the Agreement by the East Dundee Fire Protection District. The Village President is authorized and directed to execute the Agreement, and the Village President, Village Administrator and Village Clerk are authorized to execute such other documents as are necessary to fulfill the Village's obligations under the Agreement.

SECTION 3: Severability. If any Section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such Section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 4: Repeal. If any Section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such Section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 5: Publication. This Resolution shall be in full force and effect forthwith upon its adoption, approval and publication in pamphlet form as provided by law.

ADOPTED this 9th day of July, 2018, pursuant to a roll call vote as follows:

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

NAYES: Ø

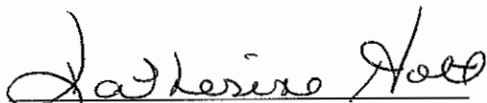
ABSENT: Trustee Mahony

APPROVED by me this 9th day of July, 2018.



Lael Miller, Village President

ATTEST:



Katherine Holt, Village Clerk

Published in pamphlet form this 12th day of July, 2018, under the authority of the Village President and Board of Trustees.

Recorded in the Village records on July 12 2018.

EXHIBIT A

**FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
REGARDING THE FORMER FIRE DISTRICT STATION AND THE NEW FIRE
DISTRICT STATION BY AND BETWEEN THE VILLAGE OF EAST DUNDEE
AND THE EAST DUNDEE FIRE PROTECTION DISTRICT**

(attached)

EXHIBIT A

**FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
REGARDING THE FORMER FIRE DISTRICT STATION AND THE NEW FIRE
DISTRICT STATION BY AND BETWEEN THE VILLAGE OF EAST DUNDEE
AND THE EAST DUNDEE FIRE PROTECTION DISTRICT**

This **FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT REGARDING THE FORMER FIRE DISTRICT STATION AND THE NEW FIRE DISTRICT STATION BY AND BETWEEN THE VILLAGE OF EAST DUNDEE AND THE EAST DUNDEE FIRE PROTECTION DISTRICT** ("Amendment") is entered into this 9th day of July, 2018 ("Effective Date") by and between the Village of East Dundee, an Illinois home rule municipal corporation ("Village") and the East Dundee Fire Protection District, an Illinois fire protection district ("Fire District"). The Village and Fire District are sometimes individually referred to in this Amendment as a "Party," and collectively referred as the "Parties."

WITNESSETH

WHEREAS, the Parties entered into an "Intergovernmental Agreement" on September 3, 2013, regarding the conveyance of properties between the Parties regarding the former Fire District station and the new Fire District station ("Agreement"); and

WHEREAS, the Parties intended in the Agreement to convey the entirety of the former Fire District station, at 115 East Third Street, East Dundee, Illinois ("Former Fire Station"), from the Fire District to the Village; and

WHEREAS, Exhibit B to the Agreement set forth what the Parties believed to be the entire legal description for the Former Fire Station; and

WHEREAS, after the Agreement was approved, the Parties discovered that the legal description in Exhibit B to the Agreement did not include the entirety of the Former Fire Station; and

WHEREAS, the Parties desire to amend the Agreement to provide for the conveyance of the remainder of the Former Fire Station not conveyed from the Fire District to the Village, as legally described and depicted in Exhibits A-1 and A-2, respectively, attached hereto and made a part hereof ("Remaining Fire District Parcel"), as the Parties intended to accomplish in the Agreement; and

WHEREAS, other than the conveyance of the Remaining Fire District Parcel, the Parties have performed their respective obligations under the Agreement in compliance with the terms thereof; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Illinois Compiled Statutes, including, but not limited to, 5 ILCS 220/1, *et seq.*

and 65 ILCS 5/11-74.4-4(b) and (c), authorize intergovernmental cooperation and agreement by and between the Parties with respect to the subject matter hereof; and

WHEREAS, it is in the best interest of the residents of the Village and the Fire District that this Amendment be entered into, and that the Remaining Fire District Parcel be conveyed from the Fire District to the Village;

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

1. **INCORPORATION OF RECITALS.** The recitals hereto, as set forth above, are incorporated herein by reference and are made part hereof.
2. **AMENDMENTS.** The Agreement is hereby amended as follows:

Amendment One

The first sentence of Section 2 is hereby amended to read as follows, with additions underlined:

The Fire District hereby agrees to convey to the Village the fire District Parcel and the Remaining Fire District Parcel pursuant to the terms and conditions hereinafter set forth for a purchase price of \$2,000,000, payable from the special tax allocation funds established by the Corporate Authorities as mandated by the BDD Act and the TIF Act, and the conveyance to the Fire District of title by the Village to the Village Parcel, being three (3) acres of the ten (10) acres which the Village currently owns in the vicinity of Route 25 and Route 72.

Amendment Two

Section 6.C. is hereby created and shall read as follows:

- C. The Fire District shall:
 - i. Within thirty (30) days of the Effective Date of the Amendment, deliver to the Village a title commitment for an Owner's Title Insurance Policy with extended coverage over the standard exceptions from a title insurer selected by the Village covering title to the Remaining Fire District Parcel subject only to the following exceptions: (a) extended, but unbilled and not yet due general real estate taxes to the date of

conveyance and subsequent years; (b) liens of record, if any, caused by the Village; (c) any recorded easements for public utilities of record acceptable to the Village; and (4) liens of record caused by the Fire District, which lien(s) shall be released prior to conveyance.

The title commitment shall be conclusive evidence of good title as therein shown as to all matters to be insured by the policy, subject only to the exceptions therein stated. If the title commitment discloses either unpermitted exceptions or boundary overlaps, unpermitted easement or encroachments ("Title Defects"), the Fire District shall have thirty (30) days from the date of delivery of the title commitment ("Title Defects Deadline") to have the exceptions removed or to correct such Title Defects or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions or Title Defects. If the Fire District fails to have the exception(s) removed, or correct any Title Defects, the Village may terminate this Agreement or may elect, upon notice to the Fire District, to take title to the Remaining Fire District Parcel as it then is with the right to subtract from the purchase price the amount of such liens or encumbrances of a definite or ascertainable amount.

- ii. Within thirty (30) days of the Title Defects Deadline, should the Agreement remain in effect, the Fire District shall convey to the Village the "Remaining Fire District Parcel," as legally described and depicted in Exhibits A-1 and A-2, respectively, to the Amendment, by delivering the following documents to the title escrow agent selected by the Village:
 - a. A Warranty Deed ("Deed") in recordable form conveying the Remaining Fire District Parcel to the Village subject only to the exceptions in Section 6.C.i. above;
 - b. Bill of Sale;
 - c. ALTA Statement;

- d. Appropriate evidence of the Fire District's authority to convey the Remaining Fire District Parcel as may be required by the title insurer;
- e. An Affidavit of Title;
- f. Such other documents as required by the title insurer to consummate the conveyance of the Remaining Fire District Parcel to the Village; and
- g. The Title Policy, issued by the title insurer.

The Village has been, and shall remain, in possession of the Remaining Fire District Parcel.

- iii. The Village and Fire Protection District shall equally share in the costs of the title commitment, Title Policy, escrow and other title insurer charges relative to the conveyance of the Remaining Fire District Parcel.

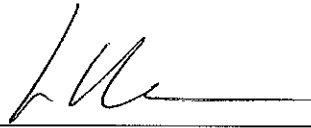
3. **CONTINUING EFFECT.** All parts of the Agreement not amended herein shall remain in full force and effect.

4. **EFFECTIVE DATE.** The Effective Date of this Amendment shall be the date on which the last of the Parties executes this Amendment.

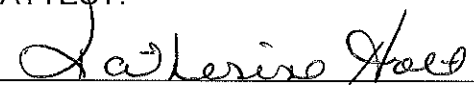
IN WITNESS WHEREOF, each of the Parties, pursuant to authority granted by their respective corporate authorities, have caused this Amendment to be executed and attested to.

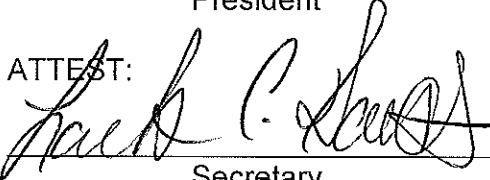
VILLAGE OF EAST DUNDEE

EAST DUNDEE FIRE PROTECTION DISTRICT

By: 
President

By: 
President

ATTEST:

Clerk

ATTEST:

Secretary

Dated: July 12, 2018

Dated: July 16, 2018

EXHIBIT A-1

LEGAL DESCRIPTION OF REMAINING FIRE DISTRICT PARCEL

LOTS 1-4 (EXCEPT THE WEST 20 FEET THEREOF) IN BLOCK 8 OF EDWARDS ADDITION TO DUNDEE, IN THE VILLAGE OF EAST DUNDEE, KANE COUNTY, ILLINOIS.

EXHIBIT A-2

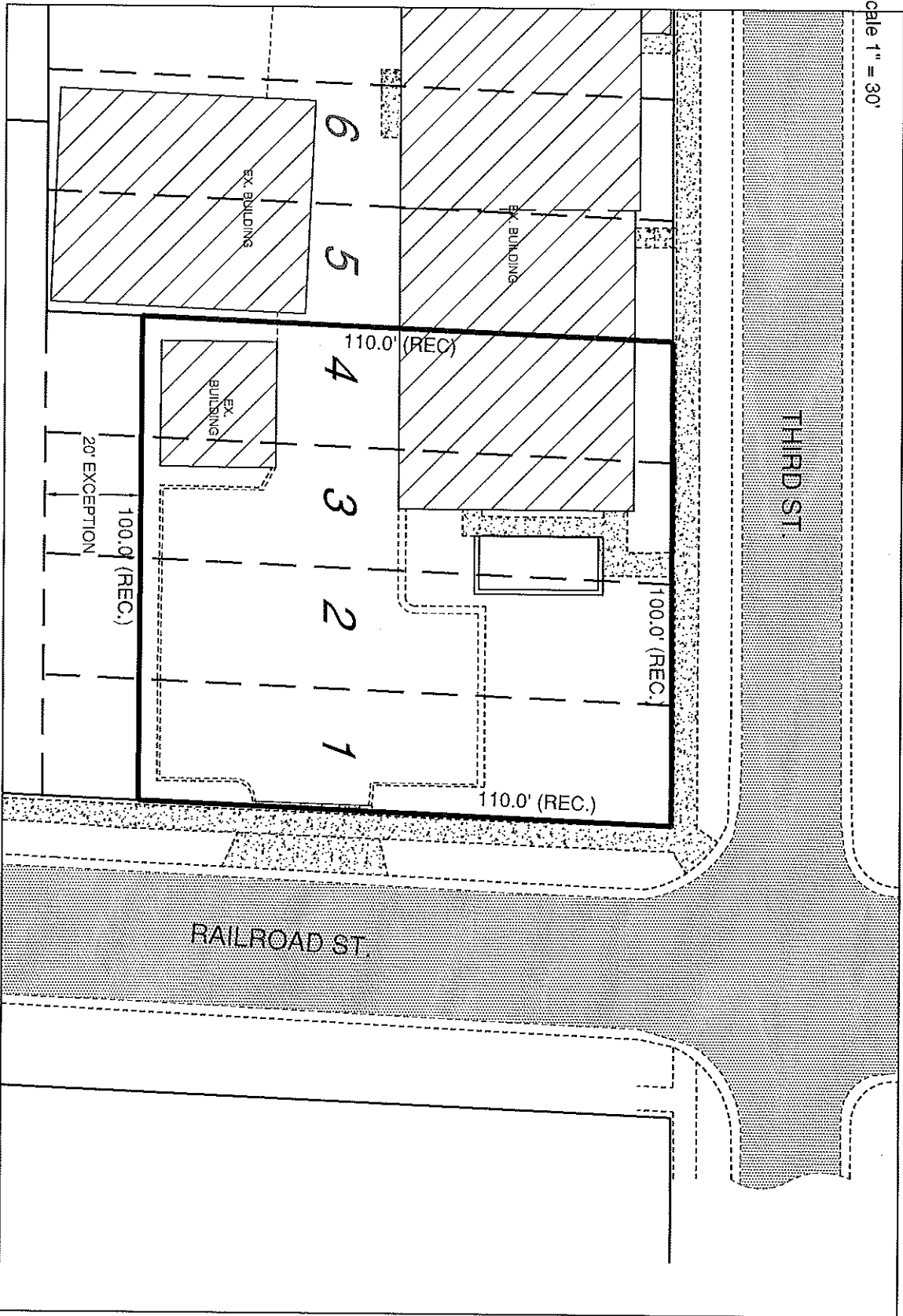
DEPICTION OF REMAINING FIRE DISTRICT PARCEL

(attached)



Scale 1" = 30'

EXHIBIT A-2



GERALD L. HEINZ & ASSOCIATES, INC.
 CONSULTING ENGINEERS & LAND SURVEYORS
 206 NORTH RIVER STREET
 EAST DUNDEE, ILLINOIS 60118

REMAINING FIRE DISTRICT PARCEL
 VILLAGE OF EAST DUNDEE

DATE: 06-26-2018
 SCALE: 1" = 30'
 ED-1974