
THE VILLAGE OF WEST DUNDEE
KANE COUNTY, ILLINOIS

RESOLUTION
NUMBER 2023-02

A RESOLUTION
APPROVING AND AUTHORIZING
THE EXECUTION OF AN AGREEMENT
BY AND BETWEEN
THE VILLAGE OF WEST DUNDEE AND
THE CITY OF PARAGOULD
(PURCHASE OF FIRE TRUCK)

CHRISTOPHER NELSON, Village President
MARY JO PAPE, Village Clerk

CHERYL ALOPOGIANIS
CHERYL ANDERLEY
CATHY HALEY
THOMAS PRICE
DAN WILBRANDT
ANDY YUSCKA

Village Board

Published in pamphlet form by authority of the
President and the Board of Trustees of the Village of West Dundee
on this the 9th day of January, 2023

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WHEREAS, the Village of West Dundee (hereinafter referred to as the "Village") is an Illinois Municipal Corporation organized pursuant to the laws of the State of Illinois;

WHEREAS, the Village of West Dundee is a home rule unit of local government pursuant to the provisions of Article VII, Section 6(a) of the Illinois Constitution with authority granted pursuant to the Illinois Constitution of 1970, to exercise any power and perform any function pertaining to its local government and affairs, including but not limited to the power to tax and incur debt;

WHEREAS, the City of Paragould, Arkansas, (hereinafter referred to as the "City") is the owner of a certain fire truck and is interested in selling said fire truck which the Village is interested in purchasing;

WHEREAS, the respective parties have entered into negotiations for the purchase of the fire truck and now desire to memorialize their understanding of terms and conditions of the purchase and sale by entering into an agreement; and

WHEREAS, the Corporate Authorities of the Village of West Dundee are of the opinion that that it is in the best interests of the safety, health and welfare of the residents to enter into a agreement with the City of Paragould for the purchase of a fire truck as provided for herein.

NOW, THEREFORE, BE IT RESOLVED, in open meeting assembled by the Village President and Board of Trustees of the Village of West Dundee, Kane County, Illinois pursuant to the Village's Home Rule powers as follows:

Section One – Recitals

The Board of Trustees hereby find that all of the recitals hereinbefore stated as contained in the preamble to this resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this resolution as legislative findings.

Section Two – Approval of Agreement

The Village hereby authorizes the purchase of the fire truck described herein in an amount not to exceed \$585,000.00 (five hundred eighty-five thousand dollars and no cents) plus costs and approves the agreement substantially in the form attached hereto and made a part hereof as Exhibit A.

Section Three – Authorization and Direction

The Village President is hereby authorized to execute, and the Village Clerk is hereby authorized to attest the Agreement, substantially in the form of such agreement attached hereto as Exhibit A, with such changes therein as shall be approved by the Village Attorney and the officials of the Village executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such Agreement.

Section Four - Other Actions Authorized

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this resolution and otherwise to consummate the transactions contemplated herein and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section Five - Acts of Village Officials

That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

Section Six – Authorization of Expenditures

The Corporate Authorities hereby authorize and direct the expenditure of all costs related to the execution of the agreement, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the agreement and of this resolution.

Section Seven – Waiver of Bidding Requirements

To the extent that any requirement of bidding would be applicable to the transactions contemplated hereunder, the same is hereby waived.

Section Eight – Home Rule Preemption

This resolution represents the Village of West Dundee's exercise of its home rule powers to the extent that this resolution preempts or conflicts with Illinois statute to the extent permitted under the Constitution of the State of Illinois.

Section Nine – Conflict Clause

That all resolutions, parts of resolutions and/or board actions in conflict with the terms of this resolution shall be repealed to the extent of said conflict.

Section Ten – Constitutionality Clause

Any part or parts of this resolution declared by a court of law to be invalid or unconstitutional shall not affect the validity of the remaining provisions of this resolution.

Section Eleven – Publication

This resolution shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section Twelve – Recording

This resolution shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of West Dundee.

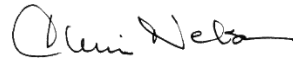
PASSED THIS 9th day of January, 2023,

Ayes: Trustees Wilbrandt, Price, Haley, Alopogianis and Anderley

Nays: None

Absent: Trustee Yuscka

APPROVED THIS 9th day of January, 2023.



Christopher Nelson
Village President

ATTEST:



Mary Jo Pape
Village Clerk

INTENT TO PURCHASE AGREEMENT

This Development Agreement (hereinafter the "Agreement") is hereby entered into by and between the City of Paragould, Arkansas (the "City"), and the Village of West Dundee, Illinois (the "Village").

WHEREAS, the City is the owner of the PERCIE HEATH (hereinafter the "Vehicle");
and VIN 4F2C1V021H87A007762

WHEREAS, the Village is interested in purchasing the Vehicle, and the City and the Village have agreed that a reasonable and fair purchase price is \$585,000.00; and

WHEREAS, the City and the Village have agreed that it is reasonable for the Village to have a period of time in which to inspect the vehicle; and

NOW THEREFORE, the parties do hereby agree as follows:

1. The Village agrees to purchase the Vehicle from the City for a purchase price of \$585,000.00, subject to the conditions herein.
2. The Village shall pay to the City, on or before December 6, 2022, a deposit of \$58,500. Following payment of the Deposit, the funds shall be deposited in an escrow account as agreed upon by the parties, the parties agree that if the transaction contemplated hereunder is not consummated by May 1, 2023 for any reason the deposited funds shall be immediately returned to the Village. The City shall make the Vehicle available to the Village, up to and including December 30, 2022. The Village shall give reasonable notice to the City as to when it desires to inspect the Vehicle.
3. The parties hereto understand and agree that the City shall deliver the Vehicle to the Village on JUNE 1, 2023. The City shall deliver the Vehicle to the Village in the same condition, less ordinary wear and tear as of the date of the initial inspection. The Village shall inspect the Vehicle prior to delivery and if in the sole discretion of the Village the Vehicle is not in an acceptable condition to the Village, the Village shall have the right to terminate this agreement and the transaction contemplated herein with no penalty and the deposit shall be immediately returned to the Village. The parties hereto understand and agree that for purposes of this Agreement delivery shall be at the time and place at which the Village takes possession of the Vehicle.
4. If the Village determines that the Vehicle is in a reasonable condition, as represented by the City, the Village shall purchase the Vehicle for the above-described purchase price, with a credit of the deposit, and shall pay the City for the Vehicle immediately prior to taking possession of the Vehicle.
5. Following the inspection of the Vehicle, and upon taking physical possession of the Vehicle, the Village agrees to accept the Vehicle "as is" in its present condition. The Village certifies that it is not relying on any warranties, representations, or statements of the City

regarding the age, size, quality, value, or condition of the Real Property. The Village understands the City expressly disclaims all warranties, express or implied. Any warranties from third parties that currently exist shall be assigned to the Village upon the purchase and delivery of the Vehicle, but the Village understands and agrees that the City shall not be responsible for any third-party warranties. Additionally, the City shall provide the Village for all maintenance records related to the Vehicle and further represents that the Vehicle has never been in accident or damaged in any manner.

-54. The parties agree to execute any and all other documents, including but not limited to a Bill of Sale, Transfer of Title and/or any additional documents as may be required by a party to effectuate this transaction.

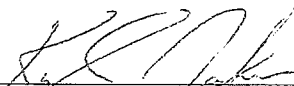
6. The undersigned parties hereby represent and warrant that they have full authority to enter into this Agreement on behalf of their respective governmental bodies.

7. This Agreement may be executed in two or more counterparts, each of which shall be deemed and original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a party. Reproduction of this Agreement and its signatures hereon shall be the equivalent of an original copy of the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands to this Agreement on this 6th day of December, 2022

CITY OF PARAGOULD, ARKANSAS

VILLAGE OF WEST DUNDEE, ILLINOIS

By: 

Kyle Jackson, Fire Chief

By: 

Michael Spiro, Fire Chief