



ST. CHARLES  
SINCE 1834

### AGENDA ITEM EXECUTIVE SUMMARY

Title: Resolution Approving Intergovernmental Agreement with Village of Robbins

Presenter: Chris Minick, Finance Director

*Please check appropriate box:*

<input type="checkbox"/>	Government Operations	<input type="checkbox"/>	Government Services
<input type="checkbox"/>	Planning & Development	<input checked="" type="checkbox"/>	City Council (11/21/11)
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	

Estimated Cost:	N/A	Budgeted:	<input type="checkbox"/> YES	<input type="checkbox"/> NO
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If NO, please explain how item will be funded:

**Executive Summary:**

City staff is seeking approval to sell two (2) surplus snowplow trucks to the Village of Robbins for \$21,000. The agreed terms of the sale require the Village of Robbins to make a \$10,000 down payment and 12 equal subsequent monthly installments of \$916.66 beginning on January 1, 2012. The sales price is comparable to the amount that we would receive at auction.

The City has a history of helping out other municipalities by selling surplus equipment provided we are able to receive an amount comparable to the proceeds anticipated if we were to sell the vehicle at auction. Please recall that we sold a surplus fire apparatus to the City of Rockford last year. Robbins is seeking to bolster its snowplow fleet for the coming winter season.

**Attachments:** *(please list)*

Resolution and Intergovernmental Agreement.

**Recommendation / Suggested Action** *(briefly explain):*

Recommend a motion to approve a Resolution Authorizing the Execution of an Intergovernmental Agreement Between the City of St Charles and the Village of Robbins, IL.

*For office use only:*

*Agenda Item Number:* IA

**City of St. Charles, Illinois**  
**Resolution No. \_\_\_\_\_**

**A Resolution Authorizing the Mayor and City Clerk of the City  
of St. Charles to Execute a Certain Intergovernmental  
Agreement – Sale of Vehicles to Village of Robbins, Illinois**

**Presented & Passed by the  
City Council on \_\_\_\_\_**

BE IT RESOLVED by the City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the Mayor and City Clerk be and the same are hereby authorized to execute that certain Intergovernmental Agreement, in substantially the form attached hereto and incorporated herein as Exhibit “A”, with such changes as may be approved by the City Attorney, and such other documents as are necessary to effectuate the purpose of said Intergovernmental Agreement, by and on behalf of the City of St. Charles.

**Presented** to the City Council of the City of St. Charles, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2011.

**Passed** by the City Council of the City of St. Charles, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2011.

**Approved** by the Mayor of the City of St. Charles, Illinois this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Mayor Donald P. DeWitte

Attest:

\_\_\_\_\_  
City Clerk

**Council Vote:**

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Abstain: \_\_\_\_\_

Absent: \_\_\_\_\_

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the CITY OF ST. CHARLES ("St. Charles") and the VILLAGE OF ROBBINS ("Robbins"), each known individually as a "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, under said Constitutional provision, participating units of local government may use their credit, revenues, and other resources to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, as amended (5 ILCS 220/1, *et seq.*) authorizes units of local government to exercise, combine, transfer, and enjoy jointly any power or powers, privileges, functions, or authority exercised or which may be exercised by any one of them, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, the Parties are units of local government and are also home rule units of government; and

WHEREAS, the corporate authorities of Robbins have determined that it is necessary to acquire certain snow plow equipment for its corporate purposes; and

WHEREAS, St. Charles currently owns two (2) snow plow trucks, more specifically described on Exhibit "A" attached hereto and made a part of (the "Vehicles"), that are no longer necessary or useful to St. Charles, and its corporate authorities have determined that the best

interests of St. Charles will be served by their sale; and

WHEREAS, the Parties desire to provide for the sale of the Vehicles to Robbins upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

Section 1. Incorporation of Preambles. The preambles set forth hereinabove are incorporated herein as substantive provisions of this Agreement as if fully set out in this Section 1.

Section 2. Sale of Vehicles. St. Charles agrees to sell the Vehicles to Robbins at the price of \$10,500 per Vehicle, for a total purchase price of \$21,000. \$10,000 shall be paid to St. Charles at the time of conveyance, via check and the remaining \$11,000 shall be paid in twelve equal monthly installments of \$916.66, commencing on January 1, 2012. The monthly installments shall not bear interest.

Section 3. Bill of Sale; As-Is Transaction. St. Charles shall execute a Bill of Sale substantially in the form attached hereto and incorporated herein as Exhibit "B". St. Charles warrants that it has good title to the Vehicles, but otherwise the Vehicles shall be sold in 'as is' condition, and St. Charles makes no warranties about their condition.

Section 4. Mutual Assistance. The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in taking such actions as are necessary to transfer title of the Vehicles to Robbins.

Section 5. Notices. All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

A. St. Charles at:

City of St. Charles  
2 East Main Street  
St. Charles, Illinois 60574  
Attention: Brian Townsend, City Administrator

B. Robbins at:

Village of Robbins  
3327 W. 137<sup>th</sup> Street  
Robbins, Illinois 60472  
Attention: Napoleon Haney, Village Administrator

C. To such other person or place which either Party hereto, by its prior written notice, shall designate for notice to it from the other Party hereto.

Section 6. No Third Party Rights. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the Parties hereto and their respective permitted successors and assigns, nor is anything in this Agreement intended to incur or discharge the obligation or liability of any third person to any Party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any Party to this Agreement.

Section 7. Integration; Amendment. This Agreement represents the entire understanding between the Parties and may be modified only by a written document signed by both Parties.

Section 8. Breach and Remedies. Upon the breach of this Agreement, any of the Parties hereto may, exclusively in the Circuit Court of the Sixteenth Judicial Circuit, Kane County, Illinois, by action or proceeding at law or in equity, secure the specific performance of the covenants and agreements herein contained, recover damages for the failure of performance, or seek such other relief available by law. In the event any Party shall institute legal action because of breach of any agreement or obligation contained in this Agreement on the part of any Party to be kept or performed, the prevailing Party shall be entitled to recover all damages (except consequential

damages), costs and expenses, including reasonable attorneys' fees and expenses incurred therefore.

The rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise of it, at the same time or different times, of any rights or remedies for the same default or for any other default by the other Party, as provided herein.

Failure or delay by any Party to perform any term or provision of this Agreement shall constitute a default under this Agreement. The Party claiming such default shall give written notice of the alleged default to the Party alleged to be in default, specifying the default(s) complained of by the injured Party. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

The Party alleged to be in default shall, within thirty (30) days of receipt of the notice of default, cure, correct or remedy such alleged event of default. The injured Party may not institute proceedings against the Party in default until the end of the cure period. If such default is cured within such cure period, the default shall be deemed cured.

Section 9. Governing Law. This Agreement and the application of the terms contained herein shall be governed by the laws of the State of Illinois.

Section 10. Non-Waiver. Any failure or delay by any Party in instituting or prosecuting any actions or proceedings or in otherwise exercising its rights hereunder shall not operate as a waiver of any such rights or to deprive it of or limit such rights in any way. No waiver in fact made by a Party with respect to any specific default by the other Party shall be considered or treated as a waiver of the rights of the waiving Party with respect to any other defaults by the defaulting Party or with respect to the particular default except to the extent specifically waived in writing.

Section 11. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

Section 12. Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Agreement shall be held to be invalid or prohibited hereunder, such provision shall be ineffective to the extent of the prohibition or invalidation, but shall not invalidate the remainder of such provision or the remaining provisions of this Agreement.

Section 13. Counterparts. This Agreement may be executed in multiple, identical counterparts and all said counterparts shall, taken together, constitute this integrated Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first above written.

CITY OF ST. CHARLES

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

VILLAGE OF ROBBINS

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF KANE            )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Donald P. DeWitte, Mayor of the City of St. Charles, and Nancy Garrison, City Clerk of said City, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and City Clerk, respectively appeared before me this date in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth; and the said City Clerk then and there acknowledged that she, as custodian of the corporate seal of said City, did affix the corporate seal of said City to said instrument, as her own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF COOK            )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Irene H. Brodie, Mayor of the Village of Robbins, and Pamela M. Bradley, Village Clerk of said Village, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Mayor and Village Clerk, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Village, for the uses and purposes therein set forth; and the Village Clerk, as custodian of the seal of said Village then and there did affix the seal of said Village to said instrument, as her free and voluntary act and as the free and voluntary act of said Village, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Notary Public

EXHIBIT A

DESCRIPTION OF VEHICLES

EXHIBIT "B"

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that the City of St. Charles, Kane and DuPage Counties, Illinois, in consideration of One and no/100ths Dollars (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby sell, transfer and convey unto the Village of Robbins, Cook County, Illinois, any and all interest it has in the following described personal property, namely:

[List make, model, year and VIN of each vehicle]

DATED this \_\_\_\_ day of \_\_\_\_\_, 2011.

City of St. Charles, Kane and DuPage Counties, Illinois

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

The Village of Robbins does hereby acknowledge receipt of this Bill of Sale and understands there is no guarantee or warranty, expressed or implied, with respect to the above-described vehicles, it being understood that the vehicles are sold in "as is" condition.

Village of Robbins, Cook County, Illinois

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

DATED this \_\_\_\_ day of \_\_\_\_\_, 2011.