

UNOFFICIAL COPY



0636206151

Doc#: 0636206151 Fee: \$36.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 12/28/2006 01:52 PM Pg: 1 of 7

FIRE STATION-POLICE STATION INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT made and entered into as of this 14th day of November, 2006, between the Pleasantview Fire Protection District, an Illinois municipal corporation, and the Village of Hodgkins, an Illinois municipal corporation.

WITNESSETH:

WHEREAS, the Pleasantview Fire Protection District, an Illinois municipal corporation, (hereinafter "Pleasantview") is a duly organized and existing fire protection district located in Cook and DuPage Counties, Illinois; and

WHEREAS, the Village of Hodgkins, an Illinois municipal corporation, (hereinafter "Hodgkins") is a duly organized and existing village located in Cook County, Illinois; and

WHEREAS, Pleasantview is constructing a new Fire Station No. 3 at the southeast corner of Lenzi Avenue and Joliet Road in Hodgkins, Illinois ("New Fire Station"), the legal description of which is set forth on the attached Exhibit B which is incorporated herein by reference; and

WHEREAS, Hodgkins owns and operates a police station on Lenzi Avenue adjacent to the south of the New Fire Station ("Police Station"), the legal description of which is set forth on the attached Exhibit C which is incorporated herein by reference; and

WHEREAS, Pleasantview currently owns and operates a fire station in Hodgkins located at the commonly known address of 6825 Santa Fe Drive, Hodgkins, Illinois ("Old Fire Station"); and

WHEREAS, Pleasantview and Hodgkins desire to enter into certain agreements with respect to the New Fire Station, the Police Station and the Old Fire Station; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, 5 Illinois Compiled Statutes 220/1 et seq., entitled the "Intergovernmental Cooperation Act," provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any unit of local government; and

UNOFFICIAL COPY

WHEREAS, 5 Illinois Compiled Statutes 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering in to the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, Pleasantview and Hodgkins desire to commit their agreements and understanding to writing.

NOW, THEREFORE, in consideration of the premises, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement do hereby agree as follows:

1. Recitals.

The recitals set forth above are hereby incorporated into and made a part of this Agreement.

2. Permanent Easements.

A. Pleasantview grants to Hodgkins a permanent access easement from the Police Station to Joliet Road as identified on the attached Exhibit A which is incorporated herein by reference. The Police Station access permanent easement also permits access by Hodgkins and the public to the Joint Parking Area A referenced below and identified on the attached Exhibit A.

B. Hodgkins has vacated the use of the alley separating the New Fire Station and the Police Station but retains ownership of the vacated alley and grants to Pleasantview a permanent access easement for Pleasantview vehicles and apparatus and for access by Pleasantview and the public to Joint Parking Area B and Joint Parking Area C referenced below and as identified on the attached Exhibit A.

C. Hodgkins grants to Pleasantview a permanent access easement to the fire station access area identified on the attached Exhibit A to permit Pleasantview vehicle and apparatus access to the New Fire Station.

D. Pleasantview grants to Hodgkins a permanent access easement to Joint Parking Area A and Hodgkins grants to Pleasantview a permanent access easement to Joint Parking Area B and Joint Parking Area C. These joint parking areas are for the use of Hodgkins, Pleasantview and members of the public having the need to access the New Fire Station or the Police Station.

3. Construction and Maintenance of Permanent Easements.

A. Pleasantview will construct all of the permanent easement areas set forth in Paragraph 2 above at its sole cost and expense.

B. Pleasantview will repair and maintain the permanent easement set forth in Paragraph 2 above at its sole cost and expense unless damage thereto is caused by Hodgkins, in which case Hodgkins will pay to Pleasantview the cost of the repairs.

UNOFFICIAL COPY

C. Hodgkins, at its sole cost and expense, will clear the permanent easement areas set forth in Paragraph 2 above and the front driveway of the New Fire Station facing Joliet Road of any accumulation of snow in excess of two (2) inches.

D. Hodgkins grants to Pleasantview a temporary construction easement permitting access to Pleasantview, and its agents, employees, contractors, subcontractors and other authorized personnel, to construct Joint Parking Area B, Joint Parking Area C, the fire station access area and the vacated alley set forth on the attached Exhibit A. For this purpose, the construction easement includes access to Police Station property which is reasonably necessary in order to complete the installations provided for in this Agreement. The construction easement will terminate upon the completion of the installations provided for in this Agreement.

4. Insurance and Indemnification.

Pleasantview and Hodgkins will obtain and maintain public liability and related insurance policies and pay the premium therefore with respect to the use of the easements and, if requested, shall provide the other with a Certificate of Insurance evidencing the same. All insurance policies shall be written by reputable insurance companies licensed to do business in the State of Illinois. A municipally owned self insurance program may be used in lieu of insurance policies. Pleasantview and Hodgkins shall indemnify and save harmless each other, and their respective agents, servants, employees, insurers, successors and assigns, and each and every one of them, of and from all claims, debts, dues, obligations, demands, and actions or causes of action of every kind and nature, at law or in equity, which may hereafter accrue against the other, and their agents, servants, employees, insurers, successors and assigns, and each and every one of them, arising or growing out of any event or by any reason of any act done or omitted to be done by the other which results in a claim or cause of action arising out of the use of or in any way related to the easements.

5. Payment for New Fire Station.

In recognition of the need for Pleasantview to provide updated and enhanced fire suppression and emergency rescue facilities for the benefit of Hodgkins and its citizens, Hodgkins shall contribute the sum of \$425,000.00 for the construction of the New Fire Station. Hodgkins shall make this payment to Pleasantview on or before September 4, 2007.

6. Old Fire Station.

Pleasantview hereby declares that, upon Hodgkins' issuance of a Certificate of Occupancy for the New Fire Station, the Old Fire Station shall become surplus property and a facility no longer required by Pleasantview. In consideration of this Agreement, Pleasantview shall convey title to the Old Fire Station to Hodgkins by way of warranty deed, free and clear of all encumbrances and liens except for covenants, conditions and restrictions of record. The intergovernmental agreement to provide gasoline and related services from Old Station No. 3 will be terminated and modified pursuant to a separate intergovernmental agreement among the parties thereto.

7. All notices requests and other communications under this Agreement shall be in writing and shall be deemed properly served upon delivery by hand by the party to whom it is addressed, or upon

UNOFFICIAL COPY

receipt if sent, postage prepaid by United States certified mail, return receipt requested, or by overnight courier, addressed as follows:

(a) If intended for Pleasantview:
Pleasantview Fire Protection District
Jack Roche Administration Building
1970 Plainfield Road
LaGrange Highlands, IL 60525-3709

(b) If intended for Hodgkins:
Village of Hodgkins
8990 Lyons
Hodgkins, IL 60525

or to such other addresses as the parties shall give notice as herein provided.

- 8. Time is of the essence of this Agreement.
- 9. Pleasantview and Hodgkins each agree, at any time and from time to time, to execute and deliver any and all documents reasonably requested by the other to carry out the intent of this Agreement.
- 10. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.
- 11. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois applicable to contracts made and to be performed in that State.
- 12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day or as of first written above.

PLEASANTVIEW FIRE PROTECTION DISTRICT, an Illinois municipal corporation,

VILLAGE OF HODGKINS, an Illinois municipal corporation,

By: [Signature]
President of the Board of Trustees

By: [Signature]
President of the Board of Trustees

Attest: [Signature]
Secretary of the Board of Trustees

Attest: [Signature]
Village Clerk

Prepared by and mail to
Ronald J. Broida
Suite 108
1230 S. Diehl Rd
Naperville, IL 60563

UNOFFICIAL COPY

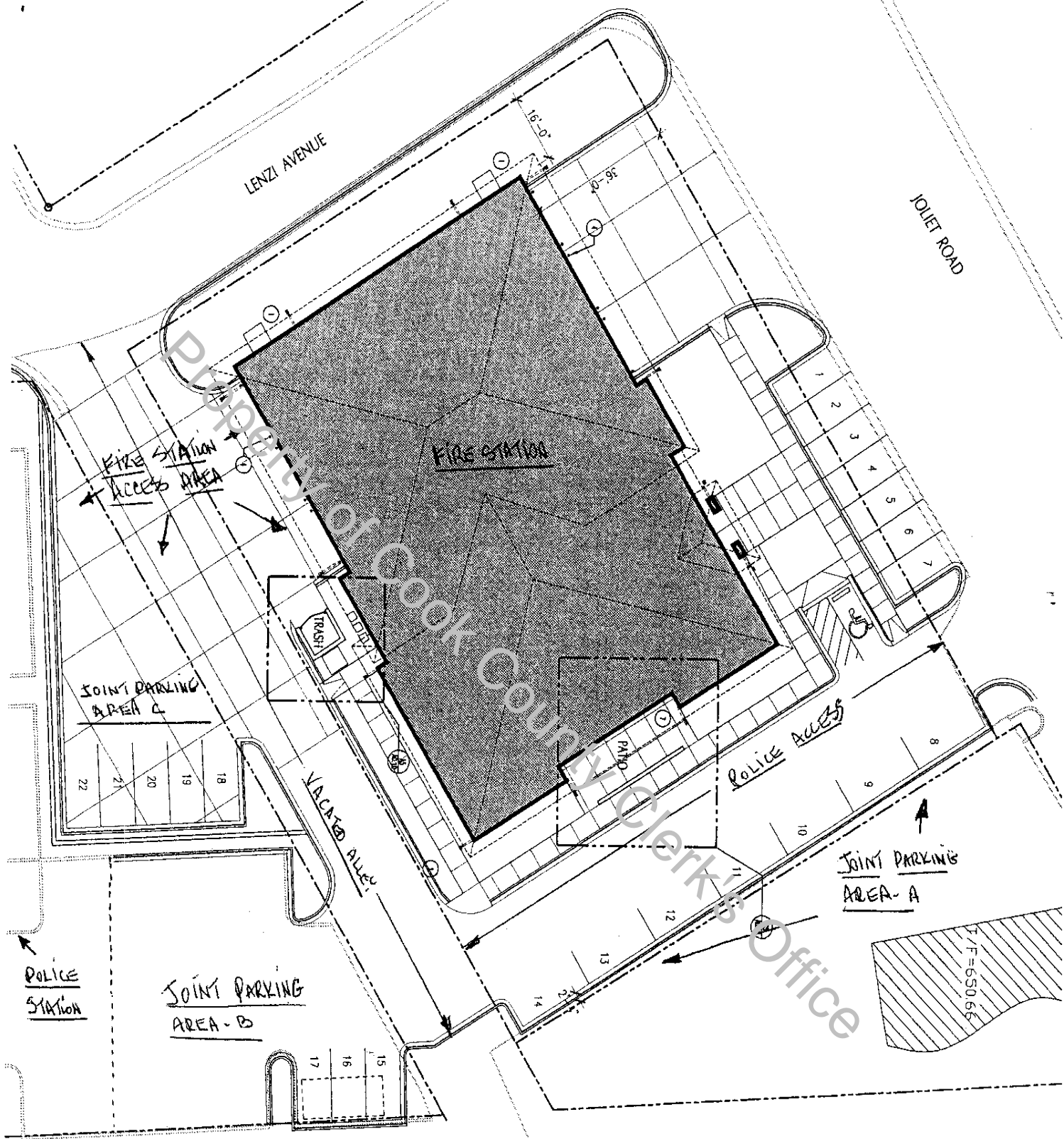


EXHIBIT A

UNOFFICIAL COPY

LOTS 18, 19 AND 20 (EXCEPTING THE NORTHWESTERLY 7 FEET OF SAID LOTS 18, 19 AND 20) IN BLOCK 3 IN LENZIE'S FIRST ADDITION TO HODGKINS, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHEASTERLY OF THE CHICAGO AND JOLIET ROAD, IN COOK COUNTY, ILLINOIS.

PIN NOS. 18-15-302-027-0000, 18-15-302-028-0000,
18-15-302-029-0000, 18-15-302-030-0000,
18-15-302-031-0000, 18-15-302-032-0000

PROPERTY ADDRESS: 6001 Lenzi Avenue, Hodgkins, Illinois

EXHIBIT B

UNOFFICIAL COPY

LOTS 15, 16 AND 17 IN BLOCK 3 IN LENZI'S FIRST ADDITION TO HODGKINS, A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NOS. 18-15-302-005, 18-15-302-006, 18-15-302-007

PROPERTY ADDRESS: 6015 Lenzi Avenue, Hodgkins, Illinois 60525

EXHIBIT C