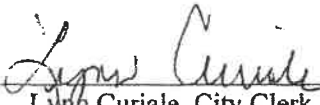


STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, Lynn Curiale, City Clerk of Wood Dale, Illinois DO HEREBY CERTIFY that as such City Clerk and keeper of the records, that the foregoing is a true and correct copy of Resolution #R-24-44 A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WOOD DALE AND WOOD DALE PARK DISTRICT FOR THE TRANSFER OF CERTAIN VACANT PROPERTY AT 165 COMMERCIAL STREET, WOOD DALE, ILLINOIS

Passed by The City of Wood Dale, Du Page County, Illinois, IN WITNESS WHERE OF, I have hereunto subscribed my name and affixed the seal of the City of Wood Dale, this 18th day of July, 2024.



Lynn Curiale, City Clerk



Resolution #R-24-44

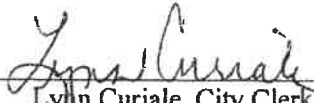
**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF WOOD DALE AND WOOD DALE PARK DISTRICT
FOR THE TRANSFER OF CERTAIN VACANT PROPERTY AT 165
COMMERCIAL STREET, WOOD DALE, ILLINOIS**

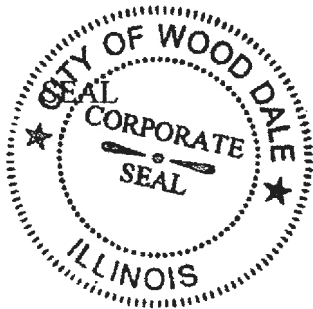
Passed: July 18, 2024
Published in Pamphlet Form: July 19, 2024

I, Lynn Curiale, as the City Clerk for the City of Wood Dale, hereby certify that the attached Resolution is a true and correct copy of #R-24-44

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF WOOD DALE AND WOOD DALE PARK DISTRICT
FOR THE TRANSFER OF CERTAIN VACANT PROPERTY AT 165
COMMERCIAL STREET, WOOD DALE, ILLINOIS**

Passed and approved by the City Council of the City of Wood Dale on July 18, 2024 and hereby published in pamphlet on July 19, 2024.


Lynn Curiale, City Clerk



**A RESOLUTION APPROVING AN
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF WOOD DALE AND WOOD DALE PARK DISTRICT
FOR THE TRANSFER OF CERTAIN VACANT PROPERTY AT
165 COMMERCIAL STREET, WOOD DALE, ILLINOIS**

RECITALS:

WHEREAS, the City of Wood Dale (“Transferee” or “City”) is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the Wood Dale Park District (“Transferor” or “Park District”) is a park district duly organized pursuant to the Illinois Park District Code, 70 ILCS 1205/1, *et seq.*; and

WHEREAS, the CITY and the PARK DISTRICT are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, and are authorized by Article VII, Section 10 of the Constitution of the State of Illinois to cooperate for public purposes; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article VII, Section 10 of the Constitution of the State of Illinois includes fostering cooperation among governmental bodies; and

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

WHEREAS, the CITY and the PARK DISTRICT are “units of local government,” as defined in Article VII, Section 1, of the Illinois Constitution of 1970, and, therefore, pursuant to Section 10 of Article VII, have the power to contract 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, the CITY, pursuant to its authority under the Illinois Municipal Code, is authorized to acquire property for public use; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.* authorizes cooperative agreements between Illinois units of local government and park districts; and

WHEREAS, the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.*, authorizes park districts to convey, grant, and transfer real estate to municipalities; and

WHEREAS, the District holds legal title to a parcel of real estate commonly known as 165 Commercial Street, Wood Dale, Illinois, within the City's corporate limits, PIN 03-09-413-046, including a 38,000 ± square foot parcel of vacant land (the "Property") that the District is not using for park and recreational purposes in furtherance of the District's mission, goals, and objectives; and

WHEREAS, the District's territory is located wholly within, coextensive with, or partly within the City's corporate limits; and

WHEREAS, pursuant to the Local Government Property Transfer Act, the City Council has passed an ordinance that finds and declares that it is necessary or convenient for the CITY to use, occupy, or improve the Property for open space and other public purposes; and

WHEREAS, pursuant to the Local Government Property Transfer Act, the District agrees to transfer its rights, title, and interest in the Property to the CITY upon such terms as contained in this Agreement; and

WHEREAS, the City Council has reviewed the Intergovernmental Agreement for the transfer of the Park District Property and finds that said transfer is in the best interests of the CITY, approves the terms memorialized in the Intergovernmental Agreement attached hereto and incorporated herein by references as Exhibit "A" to this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS CORPORATION, as follows:

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, which signature shall be attested to by the City Clerk.

SECTION 3: The City Manager, Staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

SECTION 4: That all ordinances and resolutions, or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 5: That this Resolution shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as provided by law.

PASSED this 18th day of July, 2024

AYES: 7

NAYS: 0

ABSENT: AJ. MESSING

APPROVED this 18th day of July, 2024

SIGNED: Annunziato Pulice
Annunziato Pulice, Mayor

ATTEST: Lynn Curiale
Lynn Curiale, City Clerk

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF WOOD DALE AND WOOD DALE PARK DISTRICT
FOR THE TRANSFER OF CERTAIN VACANT PROPERTY AT
165 COMMERCIAL STREET, WOOD DALE, ILLINOIS**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter “Agreement”), is entered into this 18th day of July, 2024 by and between the Wood Dale Park District (referred to herein collectively as the “Transferor”) and the City of Wood Dale, an Illinois municipal corporation (referred to herein as the “Transferee”), collectively referred to as the Parties, and in consideration of the covenants set forth herein, agree as follows:

RECITALS:

WHEREAS, the City of Wood Dale (“Transferee” or “City”) is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the Wood Dale Park District (“Transferor” or “Park District”) is a park district duly organized pursuant to the Illinois Park District Code, 70 ILCS 1205/1, *et seq.*; and

WHEREAS, the CITY and the PARK DISTRICT are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, and are authorized by Article VII, Section 10 of the Constitution of the State of Illinois to cooperate for public purposes; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article VII, Section 10 of the Constitution of the State of Illinois includes fostering cooperation among governmental bodies; and

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

WHEREAS, the CITY and the PARK DISTRICT are “units of local government,” as defined in Article VII, Section 1, of the Illinois Constitution of 1970, and, therefore, pursuant to Section 10 of Article VII, have the power to contract 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, the CITY, pursuant to its authority under the Illinois Municipal Code, is authorized to acquire property for public use; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.* authorizes cooperative agreements between Illinois units of local government and park districts; and

WHEREAS, the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.*, authorizes park districts to convey, grant, and transfer real estate to municipalities; and

WHEREAS, the Park District holds legal title to a parcel of real estate commonly known as 165 Commercial Street, Wood Dale, Illinois, within the City's corporate limits, PIN 03-09-413-046, including a 38,000 ± square foot parcel of vacant land (the "Property") that the District is not using for park and recreational purposes in furtherance of the District's mission, goals, and objectives; and

WHEREAS, the Park District's territory is located wholly within, coextensive with, or partly within the City's corporate limits; and

WHEREAS, pursuant to the Local Government Property Transfer Act, the City Council has passed an ordinance that finds and declares that it is necessary or convenient for the City to use, occupy, or improve the Property for open space and other public purposes; and

WHEREAS, pursuant to the Local Government Property Transfer Act, the Park District agrees to transfer its rights, title, and interest in the Property to the City upon such terms as contained in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, City and Park District agree as follows:

**ARTICLE I
TRANSFER AND PAYMENT**

1.01. Property The Transferor hereby agrees to transfer, and the Transferee hereby agrees to accept the Property described in Exhibit A, which is attached hereto and incorporated by reference as if fully set forth herein.

1.02. Payment. The Transferee agrees to pay the Transferor upon delivery of possession the sum of \$55,000.00.

1.03 Deed. The Transferor agrees to convey said Property to the Transferee by a good and sufficient recordable warranty deed, subject only to covenants, conditions, restrictions and easement apparent or of record and to all applicable zoning laws and ordinances.

**ARTICLE II
PRE-CLOSING MATTERS**

2.01. Title Commitment. The Transferee shall be responsible for ordering a Commitment for Title Insurance issued by a title insurance company doing business in Du Page County, committing a company to issue a policy in the usual form insurance title to the real estate in the Transferee's name for the amount set forth in Paragraph 1.02. The Transferee shall be responsible for payment of the Transferor's premium and search charges.

2.02 Title Exceptions. Permissible exceptions to title shall include only special assessments; zoning laws and building ordinances; easements, apparent or of record; covenants and restrictions of record which do not restrict reasonable use of the premises; existing mortgages to be paid by the Transferor at closing.

2.03 Title Defects. If either the Title Commitment or the Survey discloses any encroachment or violation of any exceptions other than those permitted as described in Paragraph 2.01, the Transferee shall give written notice of such exceptions to the Transferor within 15 days. The Transferor shall have 15 days upon receipt of said written notice to have such title exceptions removed, or, any exception which may be removed by the payment of money may be cured by deduction from the payment set forth in Paragraph 1.02 at the time of transfer. If the Transferor is unable to cure such exception, then the Transferee shall have the option to terminate this Agreement or accept the Property subject to such encroachments, violations and unpermitted exceptions.

**ARTICLE III
REAL ESTATE TAXES**

3.01. Real Estate Taxes and Proration. The Transferor represents that the Property is currently exempt from any property taxes. Any and all prior real estate taxes due for any period prior to closing, if any, shall be paid by Transferor prior to or at closing. If necessary, Transferor shall bring to closing a certificate of redemption showing the amount of the real estate taxes owed for payments that were previously due and payable along with any penalties and interest and shall otherwise comply with all the Title Company's requirements pertaining to its payment of any previously due but unpaid real estate taxes.

After closing, the Transferee shall be responsible for filing the necessary documents to exempt the Property from any property taxation due after the date of closing.

3.02 Real Estate Transfer Taxes. At closing, the Parties shall execute a completed Real estate Transfer Declaration in the form required pursuant to the Real Estate Transfer Act of the State of Illinois showing the transfer of the Property to Transferee as being exempt from any State, County, or local real estate transfer taxes.

ARTICLE IV CLOSING

4.01. Closing Date and Location. The closing shall be on or before the earlier of: (1) July 26, 2024 or unless subsequently mutually agreed otherwise, at the office of the title company, City Hall, or such other place as agreed by the Parties, provided title for the real estate is shown to be good or is accepted by Transferee. In this Agreement, the term "Closing" refers to Transferor's conveyance of title to the Property to Transferee.

4.02. Transferor's Closing Document Deliveries. On the Closing Date, provided all conditions and contingencies have been satisfied, Transferee shall deposit or cause to be deposited with the Title Company (or deliver to the City or its designee) the following, each duly executed and notarized, as appropriate:

- (a) A recordable Warranty Deed, in a form reasonably acceptable to Transferee's counsel and the Title Company, conveying good and marketable title to Transferee in fee simple, free and clear of all liens and encumbrances, except the permitted exceptions set forth in Paragraph 2.02.
- (b) An executed ALTA statement and "gap" undertaking in the form customarily required by the Title Company of a seller of property to enable it to issue the Title Policy in accordance with the terms hereof for the Property.
- (c) A duly executed affidavit attesting to the absence of any claims of lien or potential lienors known to the Transferor and further attesting that there have been no improvements to the Property for one hundred twenty (120) days immediately preceding the Closing Date which have not been fully paid for.
- (d) All documents necessary to release any mortgages, liens, or other interests in the property, including but not limited to, payoff letters issued by the holders of all mortgages or trust deeds or record, if any, setting forth the amount(s) required to release the Property from such mortgages or trust deeds, or release deed(s) sufficient to release such mortgages or trust deeds or record as to the Property.
- (e) Such other documents or deliveries (if any) required pursuant to other provisions of this Agreement, the Closing Escrow, or otherwise reasonably required in order to consummate the transaction contemplated hereby and customarily required by the Title Company of a seller of property to enable it to issue the Title Policy in accordance with the terms hereof.

4.03. Transferee's Closing Document Deliveries. On the Closing Date, provided all conditions and contingencies have been satisfied, Transferee shall deposit with Title Company (or deliver to Transferor) the following, each dated and duly executed and notarized, as appropriate:

- (a) All affidavits, indemnities, undertakings and certificates customarily required by the Title Company of a purchaser of property to enable it to issue the Title Policy in accordance with the terms hereof.
- (b) A copy of the ordinance of Transferee's City Council, approving this Agreement and authorizing Transferee to complete the transaction described herein, certified by an authorized officer of Transferee as being a true and complete copy of the original and as being in effect.
- (c) The monetary payment due Transferor and any additional amounts necessary to pay any costs and fees required to be paid by Transferee less any applicable credits.
- (d) Such other documents or deliveries (if any) required pursuant to other provisions of this Agreement, the Closing Escrow, or otherwise reasonably required in order to consummate the transaction contemplated by this Agreement.

4.04 Joint Deliveries. On the Closing Date, provided all conditions and contingencies have been satisfied, the Parties shall jointly deposit with Title Company the following, each dated and duly executed and notarized, as appropriate:

- (a) Closing Statement.
- (b) State, and County, if applicable, transfer tax declarations and any required forms completed to establish any exemption from any real estate transfer taxes that is applicable because the transfer is to a public entity.

4.05 Closing Costs. The Closing costs shall be paid as follows:

By Transferor:

- (a) Preparation of the Deeds and documents required of the Transferor.

By Transferee:

- (a) Preparation of the documents required of the Transferee.
- (b) All legal expenses.
- (c) All charges made by the Title Company, including those charges customarily charged by the Title Company to a seller of real estate.
- (d) Recording fees for the Deed and other necessary documents.
- (e) Any other Closing costs charged to the Transferee that are not otherwise allocated pursuant to this Section.

**ARTICLE V
REPRESENTATIONS AND WARRANTIES**

5.01. No Broker Involvement. The Parties each represent to the other that it did not use the services of any real estate broker and that no broker's commission needs to be paid.

5.02. IRS Section 1445. Transferor represents that it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and that it is exempt from the withholding requirements of said Section. Transferor will furnish Transferee at Closing the Exemption Certification set forth in said Section.

5.03. Condition of Property. The Transferee agrees to accept the Property in its "as-is" condition, and the Transferor disclaims all warranties express or implied as to the condition of the Property.

5.04. Survival. The representations and warranties of Transferor and Transferee, and their agreements contained in this Article V, will survive the Closing or other termination of this Agreement.

**ARTICLE VI
POSSESSION**

6.01. Seller shall have the right to occupy and possess the Property following the Closing, subject to any tenancies then existing and affecting the Property.

**ARTICLE VII
MISCELLANEOUS**

7.01. Plat of Survey. If the City requires a survey, it shall procure one at its expense.

7.02. Fees and Expenses. All costs, fees and expenses, including reasonable attorneys' fees, and court costs, incurred by a non-defaulting party as a result of the default of the other party will be paid by the defaulting party.

7.03. Uniform Vendor and Purchaser Risk Act. The provisions of the Uniform Vendor and Purchaser Risk Act of Illinois shall be applicable to this Agreement.

7.04. Time is of the Essence. Time is of the essence for this Agreement.

7.05. Notices. All notices herein required shall be in writing and will be deemed to have been given when delivered personally, or on the date deposited in the United States mail, registered or certified mail, postage pre-paid, return receipt requested, and addressed as follows:

If to Seller: John Marquardt
Executive Director
Wood Dale Park District
165 Commercial Street
Wood Dale, IL 60191
jmarquardt@wdparks.org

If to Buyer: Jeffrey Mermuys
City Manager
City of Wood Dale
404 N. Wood Dale Rd.
Wood Dale, IL 60191
jmermuys@wooddale.com

With copy to: Patrick K. Bond
Wood Dale City Attorney
Bond, Dickson & Associates, P.C.
400 S. Knoll Street , Unit C
Wheaton, Illinois, 60187
patrickbond@bond-dickson.com

or to such other address as a party may from time to time specify in writing to the other Parties in accordance with the terms hereof.

7.06. Amendment. This Agreement cannot be amended or terminated except by written instrument signed by all the Parties hereto.

7.07. Waiver. No failure by Transferor or Transferee to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement, or to exercise any right or remedy upon a breach thereof, will constitute as waiver thereof. Any party hereto, by notice to the other Parties, may, but will be under no obligation to, waive any of its rights or any condition to its obligations hereunder, or any duty, obligation or covenant of the other Parties hereto. No waiver will affect or alter any other covenant, agreement, terms or conditions of this Agreement, all of which shall continue in full force and effect.

7.08. Entire Agreement. This Agreement (including the Exhibit attached hereto) sets forth all agreements, understandings and covenants between and among the Parties relative to the matters herein contained. This Agreement supersedes all prior written agreements, negotiations and understandings, written and oral, and shall be deemed a full integration of the entire Agreement of the Parties. The Exhibit attached hereto is a material part of this Agreement.

7.11 No Merger Doctrine. This Agreement shall be construed as collateral to and independent of the provisions in the subsequent deed for the Property, and this Agreement shall remain in full force and effect notwithstanding said Deed.

7.12 Governing Law. This Agreement has been entered into in the State of Illinois and will be interpreted under and governed by the laws of the State of Illinois.

7.13 Interpretations. This Agreement has been jointly negotiated by the Parties and shall not be construed against a Party because that Party may have primarily assumed responsibility for the drafting of this Agreement.

7.14 Captions. The captions of this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement.

7.15. Counterparts. This Agreement may be signed in multiple copies, which, when together shall create one, binding Agreement.

7.16. Execution. All the Parties to this Agreement represent that they are authorized to enter into this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have signed this Agreement on the date first above written.

TRANSFEROR

Wood Dale Park District

By: *Dorothy Lange*
Dorothy Lange, Board President

Date: July 23, 2024

ATTEST:

Denice Sbertoli
Denice Sbertoli, Board Secretary

TRANSFeree

City of Wood Dale
404 N. Wood Dale Rd.
Wood Dale, IL 60191

By: *Annunziato Pulice*
Annunziato Pulice, Mayor

Date: July 18, 2024

ATTEST:

Lynn Curiale
Lynn Curiale, City Clerk



EXHIBIT A

LEGAL DESCRIPTION OF A PORTION OF P.I.N. 03 – 09 – 413 -- 046

[SEE ATTACHED]

EXHIBIT A

LEGAL DESCRIPTION OF A PORTION OF P.I.N. 03 – 09 – 413 -- 046

THAT PART OF LOT 1 IN WOOD DALE PARK DISTRICT RESUBDIVISION, BEING A SUBDIVISION IN PART OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 1992 AS DOCUMENT R92-113299, IN DUPAGE COUNTY ILLINOIS; MORE PARTICULARLY BOUND AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH ALONG THE EAST LINE OF LOT 1, AT AN ASSUMED BEARING OF SOUTH 00 DEGREES 00 MINUTES 24 SECONDS EAST, A DISTANCE OF 175.00 FEET TO A CORNER OF SAID LOT 1; THENCE WEST ALONG A LINE OF LOT 1, AT A BEARING OF SOUTH 87 DEGREES 50 MINUTES 28 SECONDS WEST, A DISTANCE OF 218.24 FEET, TO A CORNER OF LOT 1; THENCE NORTH 00 DEGREES 00 MINUTES 24 SECONDS WEST, A DISTANCE OF 175.00 FEET; TO THE NORTH LINE OF LOT 1; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1, AT A BEARING OF NORTH 87 DEGREES 50 MINUTES 28 SECONDS EAST, A DISTANCE OF 218.24 FEET, TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY ILLINOIS.