

LEGISTAR: 250370

DISTRICT: ALL

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

 X Resolution or Ordinance (Blue) _____ *Waiver of First Requested*
_____ Recommendations of Boards, Commissions & Committees (Green)
_____ Other Business (Pink)

TO: Village President and Board of Trustees

FROM: Scott Niehaus, Village Manager

DATE: October 20, 2025 **(BOT) Date:** November 6, 2025

SUBJECT: AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF LOMBARD AND THE VILLAGE OF GLEN ELLYN IN
REGARD TO THE SALE OF A 2007 PIERCE DASH FIRE ENGINE

SUBMITTED BY: Carl S. Goldsmith, Director of Public Works *g*

BACKGROUND/POLICY IMPLICATIONS:

A Resolution authorizing the signature of the Village President and Village Clerk on an Intergovernmental Agreement with the the Village of Glen Ellyn regarding the sale of a FR45 a 2007 Pierce Dash Pumper Engine (VIN #4PICD01S67A007127).

Fiscal Impact/Funding Source:

Fleet Services Operating & Maintenance Fund (610.66780) \$45,000

Review (as necessary):

Finance Director _____ Date _____
Village Manager _____ Date _____

NOTE: All materials must be submitted to and approved by the Village Manager's Office
by 12:00 noon, Wednesday, prior to the agenda distribution.



October 27, 2025

TO: Village President and Board of Trustees

THROUGH: Scott Niehaus, Village Manager

FROM: Carl S. Goldsmith, Director of Public Works

SUBJECT: INTERGOVERNMENTAL AGREEMENT – VILLAGE OF GLEN ELLYN

The Village of Lombard has replaced a FR45 2007 Pierce Dash Pumper Engine (VIN #4P1CD01S67A007127) and declared the unit surplus, per Ordinance 8140 adopted on April 6, 2023. The Ordinance directed staff to sell and/or dispose of the engine upon receipt of the replacement engine. The Village of Glen Ellyn has expressed interest in purchasing the 2007 Pierce Dash.

Lombard and Glen Ellyn have agreed upon the terms of the sale, which are outlined below:

- Sale price - \$45,000
- If Glen Ellyn sells the 2007 Pierce Dash within 3 years of the sale for a price that exceed \$45,000, Glen Ellyn shall provide Lombard with the proceeds above \$45,000.
- The 2007 Pierce Dash is sold “as-is” with no warranty.

The Fleet Reserve Fund anticipated a surplus value of \$50,000 for the vehicle. By selling the vehicle directly to Glen Ellyn, the Village of Lombard avoids paying any broker fees or commission that may be due if sold through an auction site. As such, staff believes the direct sale satisfies the Village’s intent relative to the disposal of the vehicle as set forth in Ordinance 8140.

Staff recommends that the Village President and Board of Trustees adopt a Resolution Authorizing the Village President and Village Clerk to execute certain Intergovernmental Agreement with the Village of Glen Ellyn for the sale of a 2007 Pierce Dash.

RESOLUTION
R _____ 25

A RESOLUTION AUTHORIZING SIGNATURE OF
PRESIDENT AND CLERK ON AN AGREEMENT

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Intergovernmental Agreement between the Village of Lombard and the Village of Glen Ellyn regarding sale of FR45 2007 Pierce Dash Pumper Engine VIN #4P1CD01S67A007127, as attached hereto and marked Exhibit "A"; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said agreement as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said agreement as attached hereto.

Adopted this _____ day of _____, 2025.

Ayes; _____

Nays: _____

Absent: _____

Approved this _____ day of _____, 2025.

Antony Puccio
Village President

ATTEST:

Ranya Elkhatib
Village Clerk

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE
OF LOMBARD AND THE VILLAGE OF GLEN ELLYN REGARDING THE
CONVEYANCE OF A 2007 PIERCE DASH**

This Agreement (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, 2025, by and between the Village of Glen Ellyn (hereinafter referred to as "GLEN ELLYN") and the Village of Lombard (hereinafter referred to as "LOMBARD"). GLEN ELLYN and LOMBARD are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and 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, LOMBARD owns a FR45 2007 Pierce Dash Pumper Engine (VIN #4P1CD01S67A007127), that has been determined to be surplus equipment by LOMBARD (hereinafter referred to as the "TRUCK"); and

WHEREAS, the TRUCK is currently utilized by LOMBARD as a back-line apparatus and is not utilized on a routine and consistent manner by LOMBARD; and

WHEREAS, the TRUCK is fully depreciated as part of LOMBARD'S Fleet Reserve Fund; and

WHEREAS, GLEN ELLYN is desirous of obtaining the TRUCK to ensure that adequate resources are available to GLEN ELLYN residents and businesses; and

WHEREAS, it is in the best interest of the citizens of LOMBARD and GLEN ELLYN to enter into an agreement to convey the TRUCK from LOMBARD to GLEN ELLYN;

NOW, THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both the Parties hereto, the Parties hereby agree as follows:

1. LOMBARD will transfer title of the TRUCK to GLEN ELLYN effective November XX, 2025.
2. LOMBARD shall convey the TRUCK to GLEN ELLYN for Forty-Five Thousand Dollars (\$45,000.00) subject to the Bill of Sale attached as Exhibit "A".
3. The Parties agree that should GLEN ELLYN sell the TRUCK within three (3) years of the date of conveyance of the TRUCK from LOMBARD to GLEN ELLYN in an amount greater than the amount paid to LOMBARD, identified in Section 2, that GLEN ELLYN shall pay LOMBARD the amount in excess of the sale price.

4. The Parties agree that after three (3) years from the date of the sale from LOMBARD to GLEN ELLYN, all sales proceeds for the sale of the TRUCK shall be solely received by GLEN ELLYN.
5. Notice or other writings which either Party is required to, or may wish to, serve upon the other Party in connection with this AGREEMENT shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

A. If to the Village of Lombard:

Director of Public Works
Village of Lombard
255 East Wilson Avenue
Lombard, IL 60148

B. If to the Village of Glen Ellyn:

Director of Public Works
Village of Glen Ellyn
30 S. Lambert Road
Glen Ellyn, IL 60137

IN WITNESS WHEREOF, LOMBARD and GLEN ELLYN have caused this AGREEMENT to be duly executed by their respective authorized corporate authorities.

VILLAGE OF LOMBARD

By: _____
Village President

Date: _____

ATTEST:

Village Clerk

VILLAGE OF GLEN ELLYN

By: _____
Village President

Date: _____

ATTEST:

Village Clerk

Exhibit "A"
Bill of Sale

BILL OF SALE

The Village of Lombard, 255 East Wilson Avenue, Lombard, Illinois 60148 (the "Seller"), in consideration of FORTY-FIVE THOUSAND DOLLARS (\$45,000.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Seller, does hereby sell, assign, transfer and set over unto the Village of Glen Ellyn (the "Buyer") the following-described personal property (the "Personalty"):

Year	Make/Model/Description	Serial Number
2007	Pierce Dash Pumper	4PICD0IS67A007127

Seller hereby represents and warrants to Buyer that Seller is the absolute owner of the Personality, that the Personality is free and clear of all liens, charges and encumbrances, and that Seller has full right, power and authority to sell the Personality and to make this Bill of Sale. ***ALL WARRANTIES OF QUALITY, FITNESS AND MERCHANTABILITY ARE HEREBY EXCLUDED AND DISCLAIMED.***

IN WITNESS WHEREOF, Seller has signed and sealed this Bill of Sale as of the _____ day of _____, 2025.

Seller: VILLAGE OF LOMBARD

By: 
Carl Goldsmith, Director of Public Works

Buyer: Village of Glen Ellyn
ACCEPTED:

By: _____

Name: _____

Title: _____

Date: _____