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 #4PlCD0lS67A007127), 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 Fourty-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.

VILLA	AGE OF LOMBARD	1 1	
By:	Village President	Date: 1/6/2025	
ATTES	Village Clerk		
VILLAGE OF GLEN ELLYN			
Ву:	Village President	Date:	
ATTEST:			
	Village Clerk		

Date:_

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

, 2025.

IN WITNESS WHEREOF, Seller has signed a	and sealed this Bill of Sale as of theday of _
	Seller: VILLAGE OF LOMBARD By:
	Carl Goldsmith Director of Public Works
Buyer: Village of Glen Ellyn ACCEPTED:	
Ву:	
Name:	
Title:	