
THE VILLAGE OF TINLEY PARK
Cook and Will Counties, Illinois

ORDINANCE
NO. 2017-O-076

AN ORDINANCE AUTHORIZING THE SALE OF A 2000 PIERCE PUMPER

JACOB C. VANDENBERG, President
KRISTIN A THIRION, Village Clerk

MICHAEL J. PANNITTO
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WILLIAM P. BRADY
MICHAEL W. GLOTZ
MICHAEL J. MANGIN
Board of Trustees

Published in pamphlet form by authority of the President and Board of Trustees of the Village of Tinley Park
Law Offices of Peterson, Johnson, & Murray—Chicago, Village Attorneys
200 W. Adams, Ste. 2125, Chicago, IL 60606

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WHEREAS, Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois provides that any municipality which has a population of more than 25,000 is a home rule unit, and the Village of Tinley Park, Cook and Will Counties, Illinois, with a population in excess of 25,000 is, therefore, a home rule unit and, pursuant to the provisions of said Section 6(a) of Article VII, may exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and to incur debt; and

WHEREAS, the Village is authorized to dispose of its personal property by ordinance pursuant to Section 11-76-4 of the Illinois Municipal Code whenever, in the opinion of a simple majority of the corporate authorities then holding office, the property sought to be disposed of is no longer necessary or useful to, or for the best interests of the Village; and

WHEREAS, in the opinion of a simple majority of the corporate authorities of the Village, it is no longer necessary or useful to or in the best interest of the Village, to retain legal possession of a 2000 PIERCE PUMPER (“the Property”); and

WHEREAS, in the opinion of a simple majority of the corporate authorities of the Village, it is no longer necessary or useful or in the best interest of the Village, to retain legal possession of the property and hereby authorize its sale to The Village of Summit for the amount of \$35,000.00 in accordance with the terms of the purchase agreement attached hereto as Exhibit 1; and

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF TINLEY PARK, COOK AND WILL COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, AS FOLLOWS:

SECTION ONE: The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION TWO: Pursuant to Section 11-76-4 of the Illinois Municipal Code, the Village President and Board of Trustees finds, by a simple majority vote, that the Property is no longer necessary or useful to the Village, and the best interests of the Village will be served to authorize the sale of the Property for \$35,000.00 in accordance with the terms of the purchase agreement attached hereto as Exhibit 1

SECTION THREE: This ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED THIS 19th day of December, 2017.

AYES: Younker, Pannitto, Berg, Brady, Glotz, Mangin

NAYS: None

ABSENT: None

APPROVED THIS 19th day of December, 2017.


VILLAGE PRESIDENT

ATTEST:


VILLAGE CLERK

**CONTRACT FOR SALE OF 2000 PIERCE PUMPER
TO THE VILLAGE OF SUMMIT**

THIS CONTRACT AND AGREEMENT made and entered into this 21 day of December, 2017, by and between the Village of Tinley Park (hereinafter referred to as the "VILLAGE") and the Village of Summit (hereinafter referred to as "Summit"), WITNESSETH:

WHEREAS, the VILLAGE is a home rule municipality pursuant to Article 7, Section 6 of the 1970 Constitution of the State of Illinois and as such may exercise any power or perform any function pertaining to its government and affairs; and

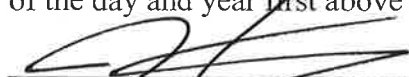
WHEREAS, the VILLAGE owns a 2000 Pierce Pumper ("Apparatus"), which it no longer needs and which it has declared to be surplus property; and

WHEREAS, SUMMIT has offered to purchase the Apparatus pursuant to this Agreement;

NOW, THEREFORE, in consideration of the money and mutual agreements contained herein, and subject to the terms and conditions hereinafter stated, it is agreed by the parties as follows:

1. That the VILLAGE will provide title to the Apparatus of any encumbrances, to SUMMIT at a mutually agreed time within ten (10) days of the date of the execution of this contract.
2. That upon delivery of title, SUMMIT will deliver a Cashiers' Check in the amount of Thirty-Five Thousand and no/100 Dollars (\$35,000.00) to the VILLAGE.
3. That upon delivery of title to the Apparatus, the SUMMIT will maintain liability and physical damage insurance coverage on the Apparatus, and shall bear all risk of loss, destruction or damage of or to or by the Apparatus. The VILLAGE shall not be responsible for any loss, destruction or damage of or to or by the Apparatus, or any other liability relating in any way to the Apparatus, after delivery of the title to SUMMIT.
4. The VILLAGE shall provide to SUMMIT all maintenance records, pump test records, ladders and the ground ladders, small tools and equipment list on the attached Exhibit 1.
5. That should the Apparatus be destroyed or substantially damaged prior to the transfer of title to SUMMIT, this contract is voidable by either party.
6. That SUMMIT is taking the Apparatus "AS IS". The parties agree that the implied warranties of merchantability and fitness for a particular purpose and all other warranties, express or implied, are excluded from this Agreement.

IN WITNESS THEREOF, the parties have caused this Agreement and Contract to be signed as of the day and year first above written.


VILLAGE OF TINLEY PARK


VILLAGE OF SUMMIT

December 19, 2017
DATE

January 26, 2018
DATE

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

CERTIFICATE

I, KRISTIN A. THIRION, Village Clerk of the Village of Tinley Park, Counties of Cook and Will, and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 2017-O-076 “AN ORDINANCE AUTHORIZING THE SALE OF A 2000 PIERCE PUMPER,” which was adopted by the President and Board of Trustees of the Village of Tinley Park on December 19th, 2017

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Tinley Park this 19 day of December, 2017.


KRISTIN A. THIRION, VILLAGE CLERK



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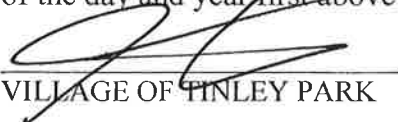
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