



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Resolution 2021-89 Authorizing Execution of Intergovernmental Agreement		
Presenter & Title:	Stephanie K. Dawkins, City Administrator		
Date:	November 1, 2021		
<i>Please Check Appropriate Box:</i>			
<input type="checkbox"/>	Committee of the Whole Meeting	<input type="checkbox"/>	Special Committee of the Whole Meeting
<input checked="" type="checkbox"/>	City Council Meeting	<input type="checkbox"/>	Special City Council Meeting
<input type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Other -
Associated Strategic Plan Goal/Objective:			
Estimated Cost: ~\$960,000	Budgeted?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Other Funding? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Other Funding," please explain how the item will be funded: Fund Balance from Commuter Parking Fund</i>			
Executive Summary:			
<p>On September 30, 2021, Metra notified the City that Union Pacific Railroad ("UP") had entered into a master agreement with an un-named developer to sell some of all of 41 stations to that developer, including the station property located in the City of Geneva.</p> <p>Metra has the opportunity to purchase each particular station on the same terms and conditions as outlined in the purchase agreement by giving notice of Metra's intention to purchase any specific property within forty-five days of date of the notice (November 12, 2021). Metra has notified the City that they have no capital budget to acquire any real estate; however, Metra is willing to enter into an intergovernmental agreement (IGA) with each municipality to purchase that municipality's train station real estate and transfer it to the municipality if the municipality elects to finance the cost of the acquisition.</p> <p>The Resolution under consideration authorizes the City Administrator to execute an IGA (attached) with Metra for the acquisition and transfer of said real estate.</p>			
Attachments: <i>(please list)</i>			
<ul style="list-style-type: none"> • Resolution and Intergovernmental Agreement 			
Voting Requirements:			
<i>This motion requires 8 of affirmative votes of the Corporate Authorities for passage.</i>			
<i>The Mayor may vote on three occasions: (a) when the vote of the aldermen or trustees has resulted in a tie; (b) when one half of the aldermen or trustees elected have voted in favor of an ordinance, resolution, or motion even though there is no tie vote; or (c) when a vote greater than a majority of the corporate authorities is required by state statute or local ordinance to adopt an ordinance, resolution, or motion.</i>			
Recommendation / Suggested Action: <i>(how the item should be listed on agenda)</i>			
Approve Resolution 2021-89 Authorizing the City Administrator to Execute an Intergovernmental Agreement For the Acquisition and Transfer of Real Estate.			

RESOLUTION NO. 2021 – 89

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT FOR THE ACQUISITION AND TRANSFER OF REAL ESTATE BY AND BETWEEN THE CITY OF GENEVA AND THE COMMUTER RAIL DIVISION (“METRA”) OF THE REGIONAL TRANSPORTATION AUTHORITY

WHEREAS, Metra is a division of the Regional Transportation Authority, a municipal corporation and body politic duly established in accordance with the applicable provisions of the Regional Transportation Authority Act, 70 ILCS 3615/1.01 et seq. and, as such, is deemed a special district of the State of Illinois; and

WHEREAS, the Constitution of the State of Illinois, Article VII, Section 10, provides that units of local government, municipalities and special districts may contract among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorizes units of local government, municipalities and special districts in Illinois to exercise jointly with any other public agency or special district, any power, privilege or authority which may be exercised by a unit of local government, individually, and to enter into contracts for the performance of governmental services, activities and undertakings; and

WHEREAS, Metra and the Union Pacific Railroad Company are parties to a certain Purchase of Service Agreement dated January 28, 2010, as subsequently amended (“PSA”), under which Union Pacific is required to provide 45 days’ notice to Metra of the sale of any property used primarily for commuter rail services, and to offer to sell said property to Metra on the same terms prior to selling to any other party; and

WHEREAS, the City of Geneva desires to acquire certain real property, and Metra desires to assist Municipality through Metra’s rights under the PSA, subject to and in accordance with the terms, covenants, conditions and provisions set forth.

NOW THEREFORE BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1: That the City Administrator is hereby authorized to execute an Intergovernmental Agreement by and between the City and the Commuter Rail Division of the Regional Transportation Authority in the form attached hereto as Exhibit “A”.

SECTION 2: This resolution shall become effective from and after its passage as in accordance with law. Publication of this ordinance is approved to be published in pamphlet form.

PASSED by the Corporate Authorities of the City of Geneva, Kane County, Illinois this
1st day of November, 2021.

AYES: NAYS: ABSENT: ABSTAINING: HOLDING OFFICE: 11

Mayor

ATTEST:

City Clerk

**INTERGOVERNMENTAL AGREEMENT FOR THE ACQUISITION AND TRANSFER
OF REAL ESTATE**

This **INTERGOVERNMENTAL AGREEMENT FOR THE ACQUISITION AND TRANSFER OF REAL ESTATE** (“**Agreement**”) is entered into as of the ___ day of November, 2021 (“**Effective Date**”), by and between the **COMMUTER RAIL DIVISION OF THE REGIONAL TRANSPORTATION AUTHORITY**, an Illinois unit of local government, doing business as Metra (“**Metra**”) and the **City of Geneva**, an Illinois unit of local government (“**Municipality**”).

RECITALS

A. Metra is a division of the Regional Transportation Authority, a municipal corporation and body politic duly established in accordance with the applicable provisions of the Regional Transportation Authority Act, 70 ILCS 3615/1.01 et seq. (the “**Act**”) and, as such, is deemed a special district of the State of Illinois. Pursuant to Section 2.20 of the Act, Metra has the power to acquire real and personal property as it deems appropriate in the exercise of its general corporate powers.

B. The Constitution of the State of Illinois, Article VII, Section 10, provides that units of local government, municipalities and special districts may contract among themselves in any manner not prohibited by law or by ordinance.

C. The Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorizes units of local government, municipalities and special districts in Illinois to exercise jointly with any other public agency or special district, any power, privilege or authority which may be exercised by a unit of local government, individually, and to enter into contracts for the performance of governmental services, activities and undertakings.

D. Metra and the Union Pacific Railroad Company (“**Union Pacific**”) are parties to a certain Purchase of Service Agreement dated January 28, 2010, as subsequently amended (“**PSA**”), under which Union Pacific is required to provide 45 days’ notice to Metra of the sale of any property used primarily for commuter rail services, and to offer to sell said property to Metra on the same terms prior to selling to any other party.

E. Municipality desires to acquire certain real property as defined and delineated in Exhibit A (“**Property**”), and Metra desires to assist Municipality through Metra’s rights under the PSA, subject to and in accordance with the terms, covenants, conditions and provisions set forth below. Municipality finds that certain real property listed in Exhibit “A” may be inaccurately described or not owned by Union Pacific and consequently, Municipality reserves the right to utilize its due diligence period hereunder to determine which real estate is pertinent to its municipal needs.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Municipality Purchase of Property.

- A. Metra, on behalf of Municipality, shall accept Union Pacific's offer to purchase the Property under the same terms and condition of Union Pacific's Purchase Agreement with the private Buyer, as defined in the "Right of First Offer Notification" letter from Union Pacific to Metra dated September 23, 2021 and shall enter into an agreement with Union Pacific for such purchase of the Property ("**Metra Purchase Agreement**"). Accordingly, Municipality may accept or decline to purchase any part of the Property, in its sole discretion.
- B. Municipality shall conduct any and all due diligence, including but not limited to title examinations, land surveys, environmental investigations, etc., at its sole cost, required under the terms of the Metra Purchase Agreement.
- C. If Municipality elects to purchase only a portion of the Property, Municipality shall notify Metra of such intention no less than 30 days prior to the expiration of the initial due diligence period defined in the Metra Purchase Agreement ("**Adjusted Property**").
- D. If, upon timely notice to Metra pursuant to Section 1(C) of this Agreement, Union Pacific refuses to adjust the sale Property in accordance with Municipality's Adjusted Property, Metra may terminate this Agreement and the Metra Purchase Agreement. Upon termination of the Metra Purchase Agreement, Metra shall seek reimbursement of any earnest monies deposited from Union Pacific and shall return such monies to Municipality, as applicable.

2. Union Pacific Purchase Price.

- A. Municipality shall pay 100% of the purchase price of the Property set out in Exhibit B ("**Purchase Price**") or as may be determined by an accurate land survey. Metra shall have no obligation to contribute any funds to the purchase of the Property.
- B. Municipality shall transfer the funds constituting the Purchase Price directly to the title company to be disbursed at the Property's closing.

3. **Earnest Money Deposit.** Municipality shall pay directly to the title company handling the Property closing 100% of the Initial Earnest Deposit Amount set forth on Exhibit B of this Agreement.

4. **Union Pacific Closing.** Metra shall participate in the closing of the transaction with Union Pacific for the Property on behalf of Municipality, to the extent that Metra will acquire Property from Union Pacific for the sole benefit of Municipality at closing.

5. **Union Pacific Closing Costs.** Municipality shall pay any and all closing costs which would otherwise be deemed Metra closing cost in acquiring the Property from Union Pacific under the Metra Purchase Agreement.

6. **Conveyance of Property to Municipality.** After Metra has acquired the Property from Union Pacific, Metra shall convey concurrently with the Metra acquisition all of Union Pacific's right, title, and interest in the Property by quitclaim deed in recordable form acceptable to the title company handling the closing for the transfer of the Property to Municipality ("**Deed**").

7. **Municipality Closing.** The closing of the transfer and conveyance transaction of the Property to Municipality ("**Municipality Closing**") shall take place at the offices of the title company, or such other location as the parties shall mutually agree upon, on or before the Municipality Closing Date (defined below).

8. **Closing Date.** On or before thirty (30) business days after the date Metra provides notice to Municipality that Metra is prepared to close ("**Municipality Closing Date**").

9. **Municipality Purchase Price.** For Ten Dollars (\$10.00), and in consideration of the benefits to Municipality of the Property, Metra shall convey to Municipality all of Metra's right, title and interest in the Property ("**Purchase Price**") by recording its quit claim deed.

10. **Default.** Except as specifically provided otherwise in this Agreement, in the event that either party shall fail to comply with any of the obligations to be performed by that party hereunder, then the other party shall have all rights and remedies available to it at law and/or in equity to seek additional damages and/or to strictly enforce the terms of this Agreement.

11. **Notices.** All notices, demands, elections and other instruments required or permitted to be given or made by any party upon another under the terms of this Agreement or any statute shall be in writing. Such communication shall be deemed to have been sufficiently served if sent by commercial courier, certified or registered mail, return receipt requested, with proper postage prepaid by the parties at the respective addresses shown below or to such other party or address as any party may from time to time furnish to the other in writing. Such notices, demands, elections and other instruments shall be considered as delivered to recipient on the day of delivery if sent by commercial courier, on the third business day after deposit in the U.S. Mail if sent by certified or registered mail.

A. If to Municipality: City of Geneva
City Administrator
22 South First Street
Geneva, IL 60134

Copy to City Attorney
City of Geneva
22 South First Street
Geneva, IL 60134

B. If to Metra: Commuter Rail Division
d/b/a Metra
547 West Jackson Blvd., Floor 2
Chicago, Illinois 60661
Attn: Director, Real Estate and Contract Management
Email: AOGnibene@metrarr.com

Metra: Commuter Rail Division
d/b/a Metra
547 West Jackson Blvd., Floor 15
Chicago, Illinois 60661
Attn: Deanna Ortiz
Email: DOrtiz@metrarr.com

12. **Property Transferred “As-Is”**. Metra makes no representation as to the condition of the Property, and Municipality assumes all responsibility for, all debris and personal property on or about the Property and accepts the Property in its current “as-is” condition.

13. **Miscellaneous.**

- A. Time is of the essence of this Agreement.
- B. This Agreement constitutes the entire contract between the parties with respect to the subject matter of this Agreement, and may not be modified except by an instrument in writing signed by all the parties and dated a date subsequent to the date of this Agreement.
- C. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.
- D. This Agreement may be executed in one or more counterparts, each of which together shall constitute one single Agreement and shall be deemed an original.

IN WITNESS WHEREOF, this Agreement is entered into by and between the parties hereto as of the date and year first above written.

METRA

MUNICIPALITY

By: _____

By: _____

Name: James M. Derwinski

Name: Stephanie K. Dawkins

Title: Executive Director/CEO

Title: City Administrator

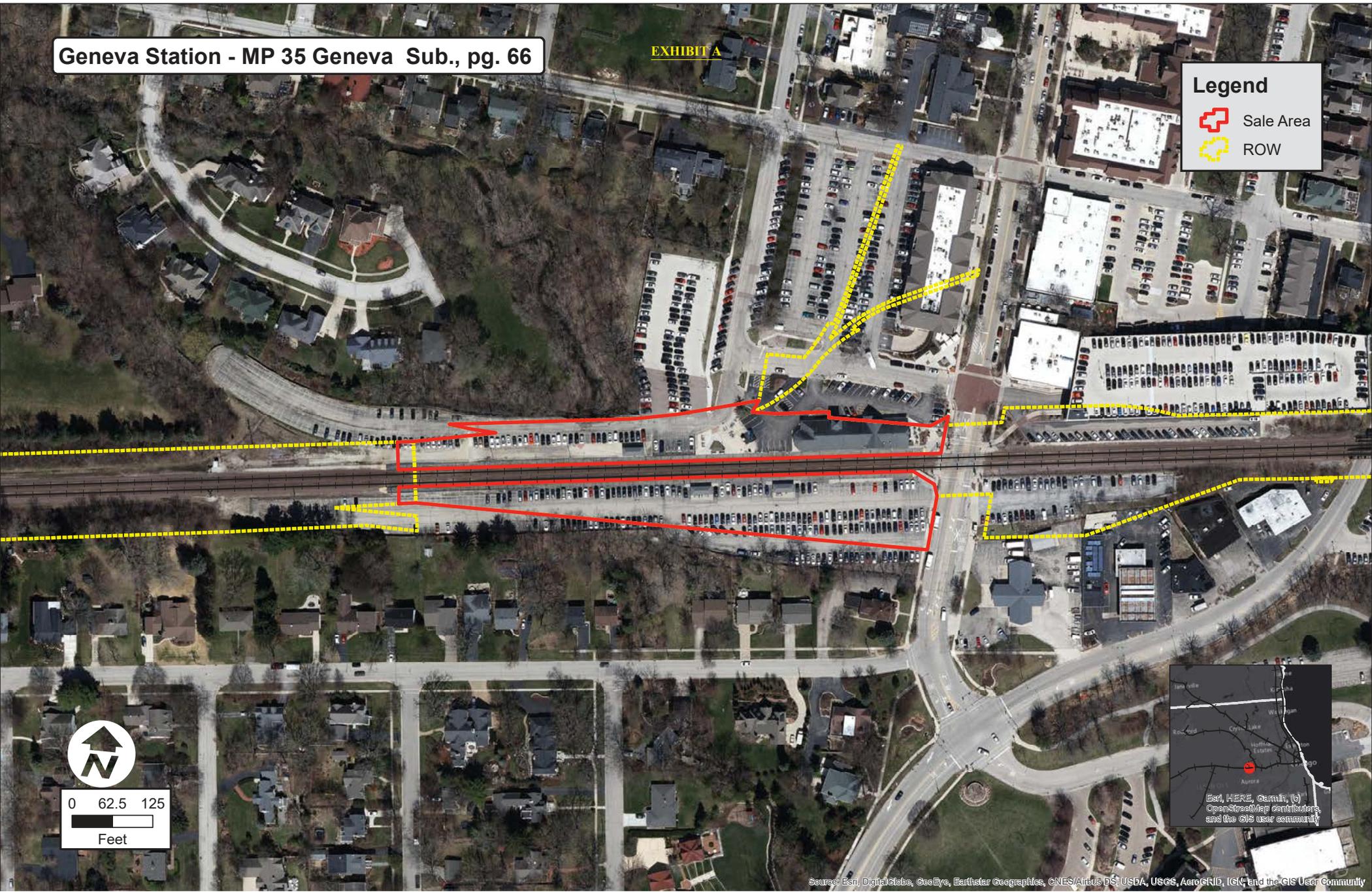
Property

Geneva Station - MP 35 Geneva Sub., pg. 66

EXHIBIT A

Legend

-  Sale Area
-  ROW



0 62.5 125
Feet



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Exhibit B

Schedule of Property, Pricing and Deposit

CHR-UP Master PSA
Schedule of Properties, Pricing and Deposits

		Municipality	County	Purchase Price	\$/GSF- Building	\$/GSF - Land	Est Building GSF	Estimated Land GSF	Initial Earnest Deposit Amount	Extension 1 Amount	Extension 2 Amount	Extension 3 Amount	Total
1	IRVING PARK STATION	UP-NW-HARVARD	City of Chicago	\$ 524,477	\$ 81.85	\$ 65.00	690	7,200	\$ 4,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 22,000
2	JEFFERSON PARK STATION	UP-NW-HARVARD	City of Chicago	2,863,600	82.00	65.00	4,800	38,000	28,000	40,000	40,000	40,000	148,000
3	GLADSTONE PARK STATION	UP-NW-HARVARD	City of Chicago	568,706	81.03	65.00	200	8,500	5,000	8,000	8,000	8,000	29,000
4	EDISON PARK STATION	UP-NW-HARVARD	City of Chicago	111,000	-	30.00	-	3,700	5,000	7,000	7,000	7,000	26,000
5	PARK RIDGE STATION	UP-NW-HARVARD	City of Park Ridge	995,700	201.00	35.00	3,700	7,200	12,000	18,000	18,000	18,000	66,000
6	DEE ROAD STATION	UP-NW-HARVARD	City of Park Ridge	700,000	-	35.00	-	20,000	9,000	12,000	12,000	12,000	45,000
7	DES PLAINES STATION	UP-NW-HARVARD	City of Des Plaines	4,800,000	-	40.00	-	120,000	3,000	5,000	5,000	5,000	18,000
8	CUMBERLAND STATION	UP-NW-HARVARD	City of Des Plaines	5,712,250	208.16	40.00	560	139,892	43,000	61,000	61,000	61,000	226,000
9	MOUNT PROSPECT STATION	UP-NW-HARVARD	Village of Mount Prospect	4,924,200	111.00	40.00	2,200	117,000	16,000	23,000	23,000	23,000	85,000
10	ARLINGTON HEIGHTS STATION	UP-NW-HARVARD	Village of Arlington Heights	112,000	-	35.00	-	3,200	1,000	2,000	2,000	2,000	7,000
11	ARLINGTON PARK STATION	UP-NW-HARVARD	Village of Arlington Heights	640,000	-	20.00	-	32,000	8,000	11,000	11,000	11,000	41,000
12	PALATINE STATION	UP-NW-HARVARD	Village of Palatine	45,500	-	35.00	-	1,300	1,000	1,000	1,000	1,000	4,000
13	BARRINGTON STATION	UP-NW-HARVARD	Village of Barrington	1,788,500	221.00	35.00	3,500	29,000	19,000	27,000	27,000	27,000	100,000
14	FOX RIVER GROVE STATION	UP-NW-HARVARD	Village of Fox River Grove	1,654,320	267.00	13.00	1,960	87,000	20,000	29,000	29,000	29,000	107,000
15	CARY STATION	UP-NW-HARVARD	Village of Cary	845,300	126.00	10.00	1,550	65,000	10,000	15,000	15,000	15,000	55,000
16	CRYSTAL LAKE STATION	UP-NW-HARVARD	City of Crystal Lake	1,072,500	191.00	7.00	2,500	85,000	26,000	39,000	39,000	39,000	143,000
17	WOODSTOCK	UP-NW-HARVARD	City of Woodstock	907,200	218.00	5.00	2,900	55,000	11,000	16,000	16,000	16,000	59,000
18	HARVARD	UP-NW-HARVARD	City of Harvard	492,840	124.00	5.00	2,160	45,000	6,000	9,000	9,000	9,000	33,000
19	MCHENRY	UP-NW-HARVARD	City of McHenry	640,000	108.00	5.00	5,050	19,000	8,000	11,000	11,000	11,000	41,000
20	RAVENSWOOD STATION	UP-N-KENOSHA	City of Chicago	645,000	-	150.00	-	4,300	8,000	11,000	11,000	11,000	41,000
21	ROGERS PARK STATION	UP-N-KENOSHA	City of Chicago	675,800	163.00	85.00	600	6,800	8,000	12,000	12,000	12,000	44,000
22	GREAT LAKES STATION	UP-N-KENOSHA	City of North Chicago	692,000	106.00	6.00	5,000	27,000	8,000	12,000	12,000	12,000	44,000
23	NORTH CHICAGO STATION	UP-N-KENOSHA	City of North Chicago	276,800	106.00	6.00	800	32,000	3,000	5,000	5,000	5,000	18,000
24	WAUKEGAN STATION	UP-N-KENOSHA	City of Waukegan	776,000	112.00	4.00	3,000	110,000	9,000	14,000	14,000	14,000	51,000
25	ZION STATION	UP-N-KENOSHA	City of Zion	114,500	161.00	1.00	500	34,000	1,000	2,000	2,000	2,000	7,000
26	WINTHROP HARBOR STATION	UP-N-KENOSHA	Village of Winthrop Harbor	34,900	163.00	0.23	200	10,000	100	1,000	1,000	1,000	3,100
27	KEDZIE STATION	UP-W-GENEVA	City of Chicago	200,400	75.00	12.00	2,000	4,200	2,000	4,000	4,000	4,000	14,000
28	OAK PARK	UP-W-GENEVA	Village of Oak Park	186,000	-	60.00	-	3,100	1,000	2,000	2,000	2,000	7,000
29	MAYWOOD	UP-W-GENEVA	Village of Maywood	535,000	160.00	35.00	1,200	9,800	7,000	9,000	9,000	9,000	34,000
30	MELROSE PARK	UP-W-GENEVA	Village of Melrose Park	352,750	175.00	12.00	850	17,000	4,000	6,000	6,000	6,000	22,000
31	BELLWOOD	UP-W-GENEVA	Village of Bellwood	1,728,848	176.00	15.00	448	110,000	21,000	30,000	30,000	30,000	111,000
32	BERKELEY	UP-W-GENEVA	Village of Bereley	852,000	175.00	15.00	240	54,000	10,000	15,000	15,000	15,000	55,000
33	VILLA PARK	UP-W-GENEVA	Village of Villa Park	1,882,400	210.00	13.00	2,340	107,000	23,000	33,000	33,000	33,000	122,000
34	LOMBARD	UP-W-GENEVA	Village of Lombard	1,487,100	203.00	25.00	3,200	33,500	18,000	26,000	26,000	26,000	96,000
35	GLEN ELLYN	UP-W-GENEVA	Village of Glen Ellyn	3,070,980	210.00	55.00	2,838	45,000	21,000	30,000	30,000	30,000	111,000
36	COLLEGE AVENUE STATION	UP-W-GENEVA	City of Wheaton	2,805,000	-	55.00	-	51,000	34,000	49,000	49,000	49,000	181,000
37	WHEATON STATION	UP-W-GENEVA	City of Wheaton	2,632,000	190.00	55.00	4,300	33,000	32,000	46,000	46,000	46,000	170,000
38	WINFIELD STATION	UP-W-GENEVA	Village of Winfield	856,500	135.00	15.00	1,000	48,100	10,000	15,000	15,000	15,000	55,000
39	WEST CHICAGO STATION	UP-W-GENEVA	City of West Chicago	500,260	151.00	10.00	1,260	31,000	6,000	9,000	9,000	9,000	33,000
40	GENEVA STATION	UP-W-GENEVA	City of Geneva	960,000	-	10.00	-	96,000	12,000	17,000	17,000	17,000	63,000
41	ELBURN STATION	UP-W-GENEVA	Village of Elburn	212,100	131.00	2.00	1,100	34,000	2,000	4,000	4,000	4,000	14,000
	TOTAL			\$ 50,874,430			\$ 62,646	\$ 1,783,792	\$ 475,100	\$ 692,000	\$ 692,000	\$ 692,000	\$ 2,551,100

\$ 50,874,430