

**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE CITY OF AURORA, ILLINOIS AND
WEST AURORA SCHOOL DISTRICT 129, KANE COUNTY, ILLINOIS**

WITNESSETH:

WHEREAS, the City of Aurora, Illinois (hereinafter "CITY") is a home rule municipality operating under the authority of Article VII of the Constitution of the State of Illinois and the Illinois Municipal Code (65 ILCS 5/1-1-1 *et seq.*); and

WHEREAS, West Aurora School District 129, Kane County, Illinois (hereinafter "SCHOOL DISTRICT") is a public school district operating under the authority of Article X of the Constitution of the State of Illinois and the Illinois School Code (105 ILCS 5/1-1 *et seq.*); and

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) authorize units of local government, including municipalities, and school districts to contract and otherwise associate among themselves to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, Section 5-22 of the Illinois School Code (105 ILCS 5/5-22) and Section 2 of the Local Government Property Transfer Act (50 ILCS 605/2) provide, in pertinent part, that if the territory of any school district shall be partly within and partly without the corporate limits of any municipality, the board of education of the school district shall have the power to transfer all right, title and interest held by it immediately prior to such transfer, in and to such real estate, to the municipality upon such terms as may be agreed upon by the corporate authorities of both the school district and the municipality, and thereafter the municipality receiving title to such real estate shall have

the right to use, occupy or improve the real estate so transferred for any municipal or public purpose and shall hold said real estate by the same right, title and interest by which the transferor municipality held said real estate immediately prior to said transfer; and

WHEREAS, the territory of the SCHOOL DISTRICT is partly within and partly without the corporate limits of the CITY; and

WHEREAS, the SCHOOL DISTRICT's Todd School (legally described on Exhibit A attached hereto and made a part hereof) and the SCHOOL DISTRICT's Lincoln School (legally described on Exhibit B attached hereto and made a part hereof) are each within the territories and corporate limits of the SCHOOL DISTRICT and the CITY; and

WHEREAS, the Board of Education of the SCHOOL DISTRICT has heretofore determined that Todd School has become unnecessary, unsuitable, and inconvenient for a school and unnecessary for the uses of the SCHOOL DISTRICT; and

WHEREAS, the Board of Education of the SCHOOL DISTRICT has heretofore determined that Lincoln School has become unnecessary, unsuitable, and inconvenient for a school and unnecessary for the uses of the SCHOOL DISTRICT; and

WHEREAS, the Board of Education of the SCHOOL DISTRICT hereby finds and determines that it is in the best interests of the SCHOOL DISTRICT to transfer all right, title and interest in Todd School to the CITY upon such terms and conditions set forth below; and

WHEREAS, the Board of Education of the SCHOOL DISTRICT hereby finds and determines that it is in the best interests of the SCHOOL DISTRICT to transfer all right,

title and interest in Lincoln School to the CITY upon such terms and conditions set forth below; and

WHEREAS, the City Council of the CITY has found and determined that it is in the best interests of the CITY to accept all right, title, and interest in Todd School from the SCHOOL DISTRICT upon such terms and conditions set forth below; and

WHEREAS, the City Council of the CITY has found and determined that it is in the best interests of the CITY to accept all right, title, and interest in Lincoln School from the SCHOOL DISTRICT upon such terms and conditions set forth below; and

WHEREAS, the CITY understands and values the importance of the SCHOOL DISTRICT and the invaluable services it provides to the CITY's community; and

WHEREAS, the CITY recognizes and appreciates the need for the SCHOOL DISTRICT to expand its current ability to provide much-needed student support services in order to meet the demands of the community and improve the general health, well-being, and overall functioning of SCHOOL DISTRICT students and their families; and

WHEREAS, the CITY recognizes the benefits to the community derived from the SCHOOL DISTRICT's student support services and, therefore, wishes to collaborate with the DISTRICT to facilitate the best way for the SCHOOL DISTRICT to provide said services; and

WHEREAS, the SCHOOL DISTRICT and the CITY acknowledge and agree that in order to accomplish the foregoing it will be necessary for the Todd School building to be redeveloped and renovated, which such redevelopment and renovation will need to be accomplished by a third party (the "Developer") pursuant to a Development Agreement with the CITY and a conveyance of the Todd School building by the CITY to

such Developer, which Development Agreement and conveyance shall include the obligations and uses described in Section Two hereof; and

WHEREAS, the Board of Education of the SCHOOL DISTRICT and the City Council of the CITY find and determine that it is in each of their respective best interests to enter into this Intergovernmental Cooperation Agreement.

NOW, THEREFORE, BE IT AND IT IS HEREBY AGREED by the CITY and the SCHOOL DISTRICT as follows:

SECTION ONE: That the preambles to this Intergovernmental Cooperation Agreement are hereby found to be true and correct and are hereby incorporated herein as if fully set forth and restated in this Section One *verbatim*.

SECTION TWO: That the Board of Education of the SCHOOL DISTRICT will, in accordance with the terms and conditions set forth below, convey all right, title and interest in Todd School, its grounds, building, fixtures, and improvements to the CITY to be used by the CITY for redevelopment to provide suitable housing for residents of the CITY and other uses ancillary thereto. The parties acknowledge that the provisions of this section with respect to the Todd School building will be accomplished by means of a Development Agreement with, and a conveyance of the property to, a Developer capable of completing the redevelopment and renovation of the building in a manner meeting the SCHOOL DISTRICT's needs and, upon the execution of a Development Agreement and such conveyance, the CITY will be relieved of any further obligations with respect to the same and the SCHOOL DISTRICT agrees to accept the Developer as the party responsible to provide compliance with the terms and conditions as described in this Section Two. This conveyance, and any Development Agreement and

subsequent conveyance of the Todd School building to a Developer, shall be subject to the following conditions and restrictions:

- A. The conveyance of Todd School will be “as is” with no representations, warranties, or guarantees with respect to the condition of the land, structure(s), or other improvements, including mechanical systems, provided, however, title shall be conveyed subject only to the exceptions described in Section 4 B hereof.
- B. As part of the redevelopment of Todd School, the Developer will petition the CITY for, and the CITY will approve, a plat of condominium for Todd School consisting of two (2) units.
 - 1. Unit 1 will be no less than 3,500 and as much as 4,000 square feet of contiguous space at the northeast wing of the building (depicted on Exhibit C attached hereto and made a part hereof) to be built out and improved by the Developer for use by the SCHOOL DISTRICT for office, examination, food distribution, and other school-related services. The build out will be designed by the Developer and will be subject to the SCHOOL DISTRICT’s prior approval as to both design and materials used. The build out will include all public utilities, including potable water, sanitary sewer, gas, and electric services, as well as metering. The build out will also be paid entirely by the Developer and the SCHOOL DISTRICT shall have no financial responsibility for the design, labor, materials, fees, meters or permits relative to that build out.
 - 2. Unit 2 will be the balance of the Todd School building, as well as the land and exterior improvements, to be improved by the Developer consistent with plans approved by the CITY, as well as any other governmental agency with jurisdiction over the Developer’s planned use of the Unit.
- C. Upon build out, and in consideration of the conveyance of Todd School and Lincoln School, the Developer will convey fee simple of Unit 1 to the Board of Education of the SCHOOL DISTRICT for its exclusive ownership and use. Upon such conveyance, the SCHOOL DISTRICT will assume responsibility for monthly service charges for all public utilities for Unit 1, including potable water, sanitary sewer, gas, and electric services.
- D. At all times, the Developer will remain responsible for all structural matters, including exterior walls, windows, roofing, and exterior lighting for the entire building, as well as outdoor maintenance, including sidewalks, parking lots, landscaping, mowing, trimming, snow removal, trash removal, and the like, and the SCHOOL DISTRICT will have no responsibility or liability therefor.

- E. The Developer will, without cost, grant to the SCHOOL DISTRICT a permanent easement for as many as five (5) parking spaces in the parking lot depicted on Exhibit C for School District use, as well ingress and egress to Unit 1.
- F. To ensure that the Developer's obligations to the SCHOOL DISTRICT as set forth in this Section Two are fulfilled, the SCHOOL DISTRICT will be a party to the Development Agreement between the Developer and the CITY.
- G. The SCHOOL DISTRICT's rights set forth in this Section Two shall be a right running with the land and binding on all successors and assigns of the CITY and the Developer, and the SCHOOL DISTRICT shall have the right to record a memorandum of such rights in the office of the Recorder of Kane County, Illinois.

SECTION THREE: That the Board of Education of the SCHOOL DISTRICT will, in accordance with the terms and conditions set forth below, convey all right, title, and interest in Lincoln School, its grounds, building, fixtures, and improvements to the CITY to be used by the CITY to provide suitable housing for residents of the CITY and other uses ancillary thereto. This conveyance shall be subject to the following conditions and restrictions:

- A. The conveyance of Lincoln School will be "as is" with no representations, warranties, or guarantees with respect the condition of the land, structure(s), or other improvements, including mechanical systems, provided, however, title shall be conveyed subject only to the exceptions described in Section 4 B hereof.

SECTION FOUR: The conveyance of Todd School and Lincoln School shall be made on the following timetable and manner:

- A. The SCHOOL DISTRICT will prepare and deliver quit claim deeds to Todd School and to Lincoln School to the CITY at a closing to be held on or before January 31, 2021.
- B. No less than fourteen (14) days prior to closing, the SCHOOL DISTRICT will deliver to the CITY commitments for title insurance in the minimal amount

- issued by Chicago Title Insurance Company, evidencing the SCHOOL DISTRICT's clear and merchantable title to each of Todd School and Lincoln School, subject only to easements; covenants, conditions, restrictions, and rights of way of record; zoning law and ordinances; and such other title exceptions as may be acceptable to the CITY. The SCHOOL DISTRICT shall bear the cost of the title commitments in the minimal amount. Any additional limits of title insurance shall be borne by the CITY.
- C. No less than fourteen (14) days prior to closing, the SCHOOL DISTRICT will deliver to the CITY (1) any boundary and other surveys of Todd School and Lincoln School that it has in its possession; and (2) any maintenance records of the building systems of Todd School and Lincoln School that it has in its possession.
- D. Possession of Todd School and Lincoln School shall be delivered to the CITY at the time of closing and, thereafter, responsibility for property maintenance and public utilities (water, sanitary sewer, gas and electric) will shift from the SCHOOL DISTRICT to the CITY.
- E. The Administrations of the SCHOOL DISTRICT and the CITY, as well as their legal counsel, shall have the authority to take all actions and perform all tasks necessary to close these conveyances in the time and manner expressed herein.

SECTION FIVE: The SCHOOL DISTRICT shall indemnify, defend and hold harmless the CITY, its elected officials, employees and agents, from and against all actions, causes of action, claims, demands, lawsuits, costs and expenses and liability

for damages to persons or property that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organizations arising prior to the closing date, and the CITY shall indemnify, defend and hold harmless the DISTRICT, its elected officials, employees and agents, from and against all actions, causes of action, claims, demands, lawsuits, costs and expenses and liability for damages to persons or property that may be asserted or claimed by any person, firm, entity, corporation, political subdivision, or other organizations arising subsequent to the closing date, and prior to any subsequent conveyance of the property, excluding such actions, claims demands, lawsuits and liability for damages to persons or property arising solely from the negligence or willful misconduct of the indemnified party, its officers, employees or agents. Said sums shall include, in the event of legal action, court costs, expenses of litigation, and reasonable attorney's fees. The costs, salary and expenses of the City Corporation Counsel and members of his/her office shall be considered as "attorney fees" for the purpose of this paragraph.

SECTION SIX: Any notices to be provided under this Intergovernmental Cooperation Agreement shall be in writing and addressed:

To the CITY:

Richard J. Veenstra
Corporation Counsel
City of Aurora
44 W. Downer Place
Aurora, IL 60506

To the SCHOOL DISTRICT:

Dr. Jeff Craig
Superintendent
West Aurora School District 129
1877 W. Downer Place
Aurora, IL 60506

SECTION SEVEN: This Intergovernmental Cooperation Agreement is entered into, and is to be construed and enforceable in accordance with, the laws of the State of

Illinois and venue for any suit, action, or proceeding arising under or in connection with this agreement shall exist exclusively in the Circuit Court of Kane County, Illinois.

SECTION EIGHT: Neither this Intergovernmental Cooperation Agreement nor any of its terms may be changed, modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by an authorized representative of the party against whom the enforcement of the change, modification, waiver, or termination is sought.

IN WITNESS WHEREOF, the parties have executed this Intergovernmental Cooperation Agreement as of the dates set forth below.

BOARD OF EDUCATION OF
WEST AURORA SCHOOL DISTRICT 129
KANE COUNTY, ILLINOIS

CITY OF AURORA, ILLINOIS

Its President

Its Mayor

Attest:_____
Secretary

Attest:_____
City Clerk

Date:_____

Date:_____

EXHIBIT A

**Legal Description of Todd School
265 W. New York Street
Aurora, Illinois**

Lots 1 through 4 in Block 8 of Gale's Addition to
the City of Aurora, Kane County, Illinois

PIN: 15-22-159-001

EXHIBIT B

**Legal Description of Lincoln School
641 S. Lake Street
Aurora, Illinois**

Lots 5 through 9 in Block 2 of Wagner's Second Addition to
the City of Aurora, Kane County, Illinois

PINs: 15-28-129-008
15-28-129-025

EXHIBIT C



EXISTING BUILDING INFORMATION:

BUILDING FOOTPRINT = 11,175 SF

ABOVE GRADE - 2 FLOORS
BELOW GRADE - 1 FLOOR

TOTAL BUILDING AREA:

- FLRS. BELOW GRADE (1) = 4,022 SF
- FLRS. ABOVE GRADE (2) = 17,845 SF
- TOTAL AREA = 21,867 SF

UNIT TYPES:

- STUDIO UNITS = 02
- 1 BEDROOM UNITS = 03
- 2 BEDROOM UNITS = 01
- 3 BEDROOM UNITS = 06
- TOTAL UNITS = 12

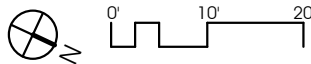


EXHIBIT C



SITE INFORMATION:

PRESUMED SITE AREA = 1.2 ACRES

EXISTING BUILDING INFORMATION:

BUILDING FOOTPRINT = 11,175 SF

ABOVE GRADE - 2 FLOORS
BELOW GRADE - 1 FLOOR

TOTAL BUILDING AREA:

- FLRS. BELOW GRADE (1) = 4,022 SF
- FLRS. ABOVE GRADE (2) = 17,845 SF
- TOTAL AREA = 21,867 SF

UNIT TYPES:

- STUDIO UNITS = 02
- 1 BEDROOM UNITS = 03
- 2 BEDROOM UNITS = 01
- 3 BEDROOM UNITS = 06
- TOTAL UNITS = 12

PARKING COUNTS:

- REQUIRED - 37 SPACES
- PROVIDED - 33 SPACES

