

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF AURORA AND WEST AURORA SCHOOL DISTRICT NO. 129
REGARDING THE TODD EARLY CHILDHOOD CENTER PROPERTY**

THIS MEMORANDUM OF UNDERSTANDING(hereinafter “MOU”), entered into by and between the City of Aurora (“the City”), an Illinois home rule municipal corporation, and the Board of Education of the West Aurora School District No. 129, a public school district of the state of Illinois (“hereinafter the District,” and together referred to as “the Parties”) regarding the conveyance, renovation, and use of the property known as the Todd Early Childhood Center, located at 100 Oak Avenue, Aurora, Illinois 60506 (“hereinafter the Property”), the Parties having agreed as follows:

WHEREAS, the City understands and values the importance of the District and the valuable services it provides to the Aurora community;

WHEREAS, the City appreciates the need for the 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 District students and families;

WHEREAS, the City recognizes the benefits to the community derived from these student support services, and therefore wishes to collaborate with the District to facilitate the best way for the District to provide said services;

WHEREAS, the District has considered several options for ways in which it may accomplish its mission to provide such services in the most efficient and cost effective manner; and

WHEREAS, the Parties desire to collaborate together in this effort for their mutual benefit.

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties do hereby agree as follows:

1. District’s Obligations:

- a. The District agrees, subject to the parties entering into a separate real estate transfer agreement and complying with the Illinois Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.*, to donate the Property to the City at an agreed upon date in exchange for the City’s redevelopment and renovation thereof for future use by the District as set forth below.
- b. After the completion of the redevelopment and renovation, the District will occupy and use an agreed upon portion of the Property as District office space to provide student support services to District students and families.

2. City's Obligations:

- a. In consideration for, and upon the conveyance of the Property by the District to the City, the City will provide for the redevelopment and renovation of the Property at no cost to the District.
- b. The Property will be redeveloped and renovated so that it meets the needs of the District as articulated herein, specifically, to be used as an office space for the provision of student and family support services.
- c. After completion of the redevelopment and renovation, the City will ensure that the agreed upon District office space is provided to the District to occupy as a tenant, rent-free and with the cost of all utilities included free of charge, for so long as the District wishes to remain in possession thereof, even if underlying ownership of the building changes.
- d. The City will provide for the preservation of any historically significant artwork located in the Property.
- e. The City agrees to cover the Property on its property and casualty insurance program for as long as it owns the Property.

3. City's Transfer of Ownership of Property

The Parties acknowledge and agree that in order to accomplish the redevelopment and renovation of the Property as set forth herein, the City may transfer the Property, by donation to a third party capable of completing the project. The District shall retain the right to disapprove of the methods undertaken by the City to complete the redevelopment and renovation, including its transfer of the Property to a third party. However, the District agrees not to unreasonably exercise its right to disapprove of the City's methods or transfer of the Property.

4. Termination; Without Cause.

Prior to the District's conveyance of the Property to the City as set forth herein, this MOU may be terminated by either Party without cause, upon 30 days' written notice.

5. Notice.

Any notice that is required or contemplated under this MOU shall be in writing and addressed as follows:

To the City:

Richard J. Veenstra
Corporation Counsel
44 W. Downer Place
Aurora, Illinois 60506

To the District:

Dr. Jeff Craig
Superintendent
1877 W. Downers Place
Aurora, Illinois 60506

6. Assignment.

This Agreement, or any provision hereof, or any right or obligation arising hereunder, is not assignable by either party, in whole or in part, without the express written consent of the other party.

7. Governing Law; Venue.

This MOU is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Illinois. Venue for any suit, action or proceeding arising under or in connection with this MOU shall exist exclusively in the Circuit Court of Kane County.

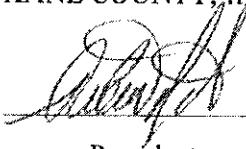
8. Amendments.

Neither this MOU nor any of its terms may be changed or 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, waiver, or termination is sought.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the dates shown below.

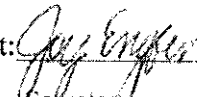
BOARD OF EDUCATION, WEST
AURORA SCHOOL DISTRICT NO. 129,
KANE COUNTY, ILLINOIS

CITY OF AURORA, Kane County,
Illinois



President

Mayor

Attest: 

Secretary

Attest: _____
City Clerk

Date: 6/17/19

Date: _____