

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is entered into and made by and between the BOARD OF EDUCATION OF OAK PARK ELEMENTARY SCHOOL DISTRICT NO. 97, an Illinois School District, pursuant to 105 ILCS 5/1-1 *et seq.*, located in the County of Cook, State of Illinois ("**District**"), and the VILLAGE OF OAK PARK, a home rule municipality located in the County of Cook, State of Illinois ("**Village**") (the District and the Village are sometimes referred to individually as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, Article VII, Section 10, of the *Constitution of the State of Illinois*, Ill. Const., art. VII, sec.10(a), provides that in furtherance of the exercise of their powers, units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited; and

WHEREAS, the Intergovernmental Cooperation Act provides that a public agency may jointly exercise or combine any power, privilege, function or authority with other public agencies, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the Village is a home rule unit of local government, Ill. Const., art. VII, sec. 1, and a public agency, 5 ILCS 220/2, and the District is an Illinois School District, a unit of local government, and a public agency, 5 ILCS 220/2; and

WHEREAS, the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.*, further provides the Village and the District with the authority "to transfer all of the right, title and interest" held by either Party to the other Party upon such terms as are agreeable to the Parties; and

WHEREAS, the Village is the owner of the property commonly known as the Kenilworth Avenue Right-of-Way, located west of Holmes Elementary School, 508 N. Kenilworth Ave., Oak Park, Illinois, as legally described in Exhibit A attached hereto and incorporated by reference ("ROW"); and

WHEREAS, the District is the owner of the property commonly known as Holmes Elementary School Playground, located west of Holmes Elementary School ("Holmes School"), 508 N. Kenilworth Ave., Oak Park, Illinois, a portion of which is legally described in Exhibit B attached hereto ("District Property"); and

WHEREAS, the Village and the District desire to enter into this IGA to transfer title of the ROW from the Village to the District and transfer title to the District Property from the District to the Village in accordance with the terms contained herein in order for the District to construct an addition to Holmes School ("Project"); and

WHEREAS, this IGA and the transfer of title of the properties contemplated herein shall not be construed to authorize or approve any Village zoning relief, the issuance of any Village permits or the commencement of any work on the Project.

NOW, THEREFORE, in consideration of the promises and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of such being hereby acknowledged, the Parties agree to the following:

I. Recitals Incorporated.

The above recitals are incorporated herein as though fully set forth.

II. Transfer of Title of the ROW

A. The Village hereby agrees to transfer title of the ROW to the District.

B. The District shall accept the conveyance/dedication of the ROW in as-is condition subject to any and all environmental conditions. If the District determines that any environmental remediation of the ROW is necessary, it shall conduct said environmental remediation at its own cost and expense and the District waives and releases any and all claims it may have against the Village for any violation of any environmental laws with regard to the condition of the ROW upon the Village's acceptance of the conveyance/dedication of the ROW.

C. The District shall be responsible for the costs to relocate all public and private utilities located in the ROW as determined by the Village Engineer, including the costs to restore any property located in the ROW due to the relocation of any public and private utilities and the costs to construct a new Village water main. The Village shall reimburse the District in the amount of \$40,000.00 for the construction of the new Village water main within thirty (30) days of the submission of an invoice by the District to the Village. The District shall be required to obtain any and all permits from the Village related to public and private utility relocation and sidewalk construction in the ROW and shall reimburse the Village for the Village's construction oversight of said work. Any public or private utility facilities relocated pursuant to this section shall be subject to the acceptance of the particular utility in its discretion. The Village Engineer shall accept the relocated water and sewer utility facilities on behalf of the Village.

D. The District shall assume all potential liability and shall indemnify, hold harmless and defend the Village and its officers, officials, employees, agents and volunteers for any injuries, deaths, losses, damages, claims, causes of action, losses, expenses, liabilities or judgments of any nature, including attorneys' fees concerning the ROW on and after the District's acceptance of the conveyance/dedication of the ROW.

III. Transfer of Title of the District Property

A. The District hereby agrees to transfer title of the District Property to the Village.

B. The Village shall accept the conveyance/dedication of the District Property in as-is condition subject to any and all environmental conditions. If the Village determines that any environmental remediation of the District Property is necessary, it shall conduct said environmental remediation at its own cost and expense and the Village waives and releases any and all claims it may have against the District for any violation of any environmental laws with regard to the condition of the District Property upon the Village's acceptance of the conveyance/dedication of the District Property.

C. The Village shall assume all potential liability and shall indemnify, hold harmless and defend the District and its officers, officials, employees, agents and volunteers for any injuries, deaths, losses, damages, claims, causes of action, losses, expenses, liabilities or judgments of any nature, including attorneys' fees concerning the environmental condition of the District Property on and after the Village's acceptance of the conveyance/dedication of the District Property.

D. Following conveyance of the District Property to the Village, the Village shall provide the District with reasonable notice before accessing the District Property to perform service or repair work on Kenilworth Avenue, except in the event that emergency repairs are required. The Village shall take all reasonable steps, including scheduling work outside school hours, to ensure that the Village's use and operation of the District Property will not interfere with the District's use of Holmes Elementary School and Playground.

IV. Title Insurance

A. Within thirty (30) days from execution of this IGA, the Village shall deliver to the District, a title commitment issued by a mutually acceptable title insurance company for an ALTA title insurance policy in the policy amount of \$10,000 with extended coverage, subject only to the exceptions listed in the title commitment for the ROW. All title insurance and closing costs for the conveyance of the ROW shall be the responsibility of the District. The commitment for title insurance for the ROW will be presumptive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. If the title commitment discloses any unpermitted exceptions other than encroachments, easements or other rights for public and private utilities that are not acceptable to the District, the Village shall have said exceptions removed, or have the title insurer commit to either insure against loss or damage that may result from such exceptions. At Closing for the ROW, the Village shall furnish an Affidavit of Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA Title Insurance Policy.

B. Within thirty (30) days from execution of this IGA, the District shall deliver to the Village, a title commitment issued by a mutually acceptable title insurance company for an ALTA title insurance policy in the policy amount of \$10,000 with extended coverage, subject only to the exceptions listed in the title commitment for the District Property. All title insurance and closing costs for the conveyance of the District Property shall be the responsibility of the Village. The commitment for title insurance for the District Property will be presumptive evidence of good and merchantable title as therein shown, subject only to the exceptions therein stated. If the title commitment discloses any unpermitted exceptions other than encroachments, easements or other rights for public and private utilities that are not acceptable to the Village, the District shall have said exceptions removed, or have the title insurer commit to either insure against loss or damage that may result from such exceptions. At Closing for the District Property, the District shall furnish an Affidavit of Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA Title Insurance Policy.

V. Closing and Possession

A. Closing shall take place within forty-five (45) days from the execution of this IGA, or at such other time as mutually agreed by the Parties in writing. Closing shall take place at the

escrow office of the title company that will issue the title insurance policy, or as shall be mutually agreed by the Parties. The Village shall deliver possession of the ROW to the District at Closing. The District shall deliver possession of the District Property to the Village at Closing.

VI. Grant of Easement

A. The District shall grant the Village permanent sidewalk and utility easements over a portion of the ROW to be determined following the District's completion of the design of the improvements to be constructed on the ROW by the District and approval of such improvements by the Village (collectively referred to as the "Easement Premises"). The District shall not alter, modify or otherwise change the Easement Premises without the express prior written permission of the Village.

B. The District shall be responsible for all maintenance, repair and upkeep of the sidewalk easement area and for the upkeep of the utility easement area.

C. The Village shall provide the District with a forty-eight (48) hour notice before accessing the Easement Premises to perform service or repair work for its utilities, except in the event that emergency repairs are required.

D. The Village shall take all necessary action to limit its service or repair work within the Easement Premises so as to not interfere with the District's use of the ROW to be dedicated/conveyed pursuant to this Agreement.

E. The Village agrees to restore the Easement Premises to its original condition following any maintenance or repair work to the Village's water and sewer main and to require the responsible party to restore the Easement Premises to its original condition following any maintenance or repair work for other utilities located on the Easement Premises if applicable.

F. The Village agrees to indemnify, hold harmless and defend the District against any and all claims, damages, causes of action, losses, expenses and liabilities of any type whatsoever, including attorney fees incurred by the District, arising from or related to the Village's use of any utility easement area.

G. Nothing in this Agreement shall restrict the right of the Village to maintain, repair, reconstruct, replace or otherwise improve its water and sewer utility systems located at the Easement Premises.

VII. Benefit of the Parties.

This IGA is entered into solely for the benefit of the contracting parties, and nothing in this IGA is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this IGA, or to acknowledge, establish or impose any legal duty to any third party.

VIII. Notice.

Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or by facsimile or electronic transmission to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this section:

Village:

Village Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302
Facsimile: (708) 358-5101
Email: villagemanager@oak-park.us

District:

Superintendent
Oak Park School District No. 97
970 Madison Street
Oak Park, Illinois 60302
Facsimile: (708) 524-3019
Email: ckelley@op97.org

IX. Effective Date

The effective date of this IGA shall be the last date that one of the Parties executes this IGA.

X. Counterparts; Facsimile or PDF Signatures.

This IGA may be executed in counterparts, each of which shall be considered an original and together shall be one and the same IGA. A facsimile or PDF/email copy of this IGA and any signatures thereon will be considered for all purposes as an original.

XI. Entire Agreement

This IGA sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this IGA.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto have executed this IGA as of the dates indicated below.

VILLAGE OF OAK PARK

**OAK PARK ELEMENTARY SCHOOL
DISTRICT NUMBER 97**

By: Cara Pavlicek
Its: Village Manager

By: Holly Spurlock
Its: Board President

Date: _____, 2017

Date: _____, 2017

ATTEST

ATTEST

By: Vicki Scaman
Its: Village Clerk

By: Sheryl Mariner
Its: Board Secretary

Date: _____, 2017

Date: _____, 2017

EXHIBIT A

LEGAL DESCRIPTION OF RIGHT OF WAY

THAT PART OF KENILWORTH AVENUE LYING EAST OF BLOCK 5 AND WEST OF BLOCK 6 IN AUSTIN MOREY AND SLENTZ'S RESUBDIVISION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 5; THENCE NORTH 01 DEGREES 41 MINUTES 37 SECONDS WEST ALONG THE WEST LINE OF KENILWORTH AVENUE, 157.00 FEET; THENCE NORTH 88 DEGREES 15 MINUTES 34 SECONDS EAST, 66.00 FEET TO A POINT ON THE EAST LINE OF KENILWORTH AVENUE; THENCE SOUTH 01 DEGREES 41 MINUTES 37 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 157.00 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 6 ALSO BEING A POINT ON THE NORTH LINE OF CHICAGO AVENUE; THENCE SOUTH 88 DEGREES 15 MINUTES 34 SECONDS WEST ALONG THE NORTH LINE OF CHICAGO AVENUE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT B

LEGAL DESCRIPTION OF DISTRICT PROPERTY

THAT PART OF BLOCK 5 IN AUSTIN MOREY AND SLENTZ'S RESUBDIVISION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID BLOCK 5; THENCE NORTH 01 DEGREES 41 MINUTES 37 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 5 ALSO BEING THE WEST LINE OF KENILWORTH AVENUE, 157.00 FEET TO THE POINT OF BEGINNING; THENCE NORTHWESTERLY 115.13 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 44.00 FEET (CHORD BEARS NORTH 09 DEGREES 53 MINUTES 18 SECONDS WEST, 84.99 FEET); THENCE NORTHEASTERLY 23.31 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET (CHORD BEARS NORTH 31 DEGREES 41 MINUTES 46 SECONDS EAST, 22.01 FEET) TO A POINT ON THE EAST LINE OF SAID BLOCK 5 ALSO BEING THE WEST LINE OF KENILWORTH AVENUE; THENCE SOUTH 01 DEGREES 41 MINUTES 37 SECONDS WEST ALONG SAID LINE, 102.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.