

CITY OF NOKOMIS

FILED
OCT 16 2017
Sandy Lethbrun COUNTY CLERK

ORDINANCE NO. 2042

AN ORDINANCE AUTHORIZING AND DIRECTING THE EXCHANGE OF REAL ESTATE BETWEEN THE SCHOOL DISTRICT, CITY OF NOKOMIS AND PARK DISTRICT

**ADOPTED BY THE CITY COUNCIL
OF THE
CITY OF NOKOMIS**

THIS 25TH DAY OF SEPTEMBER 2017

Published in pamphlet form by authority of the City Council of the City of Nokomis, Montgomery County, Illinois, this 26th day of September, 2017.

ORDINANCE NO. 2042

**AN ORDINANCE AUTHORIZING AND DIRECTING
THE EXCHANGE OF REAL ESTATE BETWEEN THE
SCHOOL DISTRICT, CITY OF NOKOMIS AND PARK DISTRICT**

WHEREAS, the Board of Education of Nokomis Community Unit School District No. 22, an Illinois school district (hereinafter "School District"), owns property generally described as Montgomery County GIS Parcel No. 05-22-201-001, upon which Nokomis Jr. / Sr. High School is located; and

WHEREAS, the Park District owns property located South and East of the School District property, generally described as Montgomery County GIS Parcel Nos. 08-22-201-002, 08-22-201-002 and 08-22-201-002, upon which Nokomis Memorial Park as well as athletic fields utilized by the School District are located; and

WHEREAS, the School District property and Park District are intersected by portions of Memorial Park Drive and/or Weaver Street; and

WHEREAS, the portions of generally described as Memorial Park Drive and/or Weaver Street located South of Oberle Street, West of the westernmost boundary of Parcel No. 08-22-201-002, and North of the northernmost boundary of Parcel No 08-22-201-002, as shown on the Plat and GIS map attached hereto as Exhibit A and incorporated herein by reference, and more particularly described on the Plat of Survey and legal description collectively attached hereto as Exhibit B (hereinafter, sometimes "said real estate") are no longer used as public streets or rights of way; and

WHEREAS, said real estate has been used as part of the School District parking lot for many years; and

WHEREAS, the City has determined that it is no longer necessary or convenient, or in the public interest to own, maintain and/or use said real estate for public streets or rights of way,

or to assert any ownership interest underlying the public right of way; and

WHEREAS, the City desires to relinquish any and all existing or underlying ownership rights to said real estate; and

WHEREAS, the Park District has determined that it is no longer necessary or convenient, or in the public interest to own, maintain and/or use said real estate for public streets or rights of way, or to assert any ownership interest underlying the public right of way; and

WHEREAS, the Park District desires to relinquish any and all existing or underlying ownership rights to said real estate; and

WHEREAS, the School District has determined that it is necessary and convenient for it to own, use and maintain said real estate for school district purposes; and

WHEREAS, the City is a “municipality” as defined by the Local Government Property Transfer Act, 50 ILCS 605/1 (hereinafter, “the Act”) and is authorized by the Act to convey real estate to the School District; and

WHEREAS, the Park District is a “municipality” as defined by the Act, and is authorized by the Act to convey real estate to the School District; and

WHEREAS, the School District is a “municipality” as defined by the Act, and is authorized by the Act to receive real estate from the City and Park District; and

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and City Council of the City of Nokomis as follows:

Section 1. Incorporation of Recitals. The City hereby finds that all of the recitals contained in the preambles to this ordinance are full, true and correct and does incorporate them into this ordinance by this reference.

Section 2. Conveyance. Upon the adoption of this Ordinance the Mayor and City Council are hereby authorized and directed to execute an Intergovernmental Agreement by and

between the Board of Education, City and Park District providing for the exchange of the real estate described herein in a form substantially similar to that of Exhibit C, which is attached hereto and incorporated herein, and to execute such other documents and instruments as may be necessary and convenient in order to document, confirm and consummate said transfer.

Section 3. Effective Date. This Ordinance shall be effective forthwith upon its adoption by the City.

ADOPTED this 25th day of September, 2017, by the following roll-call vote:


AYES: Commissioners Voyles, Hard, Voils and Mayor Hill

NAYS: None

ABSENT: Commissioner Brookshire

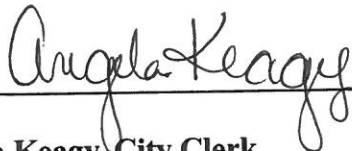
CITY COUNCIL OF THE CITY OF NOKOMIS

By:



Terry Hill, Mayor

ATTEST:



Angela Keagy, City Clerk

STATE OF ILLINOIS)
)
COUNTY OF MONTGOMERY) SS.
)
CITY OF NOKOMIS)

I, Angela Keagy, certify that I am the duly appointed and acting City Clerk of the City of Nokomis, Montgomery County, Illinois.

I further certify that on September 25, 2017 the City Council of such municipality passed and approved **ORDINANCE NO. 2042, AN ORDINANCE AUTHORIZING AND DIRECTING THE EXCHANGE OF REAL ESTATE BETWEEN THE SCHOOL DISTRICT, CITY OF NOKOMIS AND PARK DISTRICT**, which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 2042 including the Ordinance and a cover sheet thereof, was prepared and posted in the Municipal Complex commencing on September 26, 2017 and continuing for a least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request to the City Clerk.

DATED at Nokomis, Illinois, this 26th day of September, 2017.

(SEAL)


ANGELA KEAGY, CITY CLERK

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT, entered into pursuant to the Local Government Property Transfer Act, 50 ILCS 605/1, *et seq.*, between the Board of Education of Nokomis Community Unit School District No. 22, Nokomis, Illinois, (hereinafter "School District"), the City Council of the City of Nokomis, an Illinois municipal corporation (hereinafter "City"), and the Board of Trustees of Nokomis Park District, a unit of local government (hereinafter "Park District");

WITNESSETH :

WHEREAS, the School District owns property generally described as Montgomery County GIS Parcel No. 05-22-201-001, upon which Nokomis Jr. / Sr. High School is located; and

WHEREAS, the Park District owns property located South and East of the School District property, generally described as Montgomery County GIS Parcel Nos. 08-22-201-002, 08-22-201-002 and 08-22-201-002, upon which Nokomis Memorial Park as well as athletic fields utilized by the School District are located; and

WHEREAS, the School District property and Park District are intersected by portions of Memorial Park Drive and/or Weaver Street; and

WHEREAS, the portions of generally described as Memorial Park Drive and/or Weaver Street located South of Oberle Street, West of the westernmost boundary of Parcel No. 08-22-201-002, and North of the northernmost boundary of Parcel No 08-22-201-002, as shown on the Plat and GIS map attached hereto as Exhibit A and incorporated herein by reference, and more particularly described on the Plat of Survey and legal description collectively attached hereto as Exhibit B (hereinafter, sometimes "said real estate") are no longer used as public streets or rights of way; and

WHEREAS, said real estate has been used as part of the School District parking lot for many years; and

WHEREAS, the City has determined that it is no longer necessary or convenient, or in the public interest to own, maintain and/or use said real estate for public streets or rights of way, or to assert any ownership interest underlying the public right of way; and

WHEREAS, the City desires to relinquish any and all existing or underlying ownership rights to said real estate; and

WHEREAS, the Park District has determined that it is no longer necessary or convenient, or in the public interest to own, maintain and/or use said real estate for public streets or rights of way, or to assert any ownership interest underlying the public right of way; and

WHEREAS, the Park District desires to relinquish any and all existing or underlying ownership rights to said real estate; and

WHEREAS, the School District has determined that it is necessary and convenient for it to own, use and maintain said real estate for school district purposes; and

WHEREAS, the City is a "municipality" as defined by the Local Government Property Transfer Act, 50 ILCS 605/1 (hereinafter, "the Act") and is authorized by the Act to convey real estate to the School District; and

WHEREAS, the Park District is a "municipality" as defined by the Act, and is authorized by the Act to convey real estate to the School District; and

WHEREAS, the School District is a "municipality" as defined by the Act, and is authorized by the Act to receive real estate from the City and Park District; and

WHEREAS, the parties have agreed upon mutually agreeable terms and conditions relating to the transfer of said real estate, and the parties wish to reflect their agreement in writing;

NOW, THEREFORE, in consideration of the premises, which are hereby incorporated hereinafter by reference, and the agreements, covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The parties hereby find that all of the recitals contained in the preambles to this Agreement are full, true and correct and do incorporate them into this Agreement by this reference.

2. **Mutual Covenants.** The City and Park District do hereby agree to transfer and convey to the School District the teal estate shown on the Plat of Survey and legal description attached hereto as Exhibit B, together with all improvements thereon and the appurtenances and fixtures thereto belonging upon the terms set forth in this Agreement.

3. **Transfer of Title.** Transfer of title shall be by recordable Quit Claim Deed, sufficient in form to convey said real estate to the School District.

4. **Condition of Premises.** the School District has inspected the said real estate and the improvements located thereon, and accepts the same in their present "As Is" condition. **THE DISTRICT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF FITNESS FOR PURPOSE AND HABITABILITY, AND SELLS THE REAL ESTATE AND IMPROVEMENTS IN "AS IS" CONDITION.**

5. **Possession and Closing.** Unless otherwise agreed between the parties, the City and Park District shall deliver a Quit Claim Deed, transfer fee and possession of said real estate

to the School District concurrently with the closing of this transaction, which shall be held on or before October 2, 2017, or at such other time and place as the parties hereto mutually agree.

8. **Taxes and Assessments.** The parties acknowledge that each party is exempt from paying real estate taxes. If real estate taxes are assessed for periods after the date of closing, the same shall be assumed and paid by the School District to the extent it is subject to real estate taxes.

9. **Underground Storage Tank.** The City and Park District warrant that to the best of their knowledge, information and belief, there are no underground storage tanks of any kind located upon the real estate.

10. **Notices.** All communications and notices required by this agreement to be served upon either party shall be made in writing and shall be delivered or sent by United States Mail, certified postage prepaid, to the following addresses:

To the District:

Dr. Scott Doerr, Superintendent
Nokomis Community Unit School
District No. 22
511 Oberle Street
Nokomis, IL 62075

With copies mailed to:

Luke M. Feeney
Miller, Tracy, Braun, Funk &
& Miller, Ltd.
P.O. Box 80
Monticello, IL 61856

To the Park District:

Mr. Brad Janssen, President
Nokomis Park District
118 Memorial Park Drive
Nokomis, IL 62075

To the City:

Mr. Terry Hill, Mayor
~~Village~~^{City} of Nokomis
22 S. Cedar Street
Nokomis, IL 62075

Any notice required by this agreement to be served upon either party shall be effective when actually received by the party upon which service is to be made or when mailed by certified mail, return receipt requested to such party.

11. **Time Of The Essence.** Time for performance of the obligations of the parties is of the essence of this Agreement.

12. **Succession of Obligations.** All terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective agents, representatives, officers, assigns, successors and transferees. All warranties and agreements contained herein shall survive closing and remain binding on the parties.

13. **Counterparts.** This Agreement may be executed in counterparts, and any party hereto may sign any counterpart. This Agreement shall be effective when each party hereto has signed a counterpart, and a set of counterparts bearing the signature of each party hereto shall constitute the Agreement as fully as if all of the parties shall have signed a single document.

This space intentionally blank

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year appearing opposite their signatures below.

NOKOMIS COMMUNITY UNIT
SCHOOL DISTRICT NO. 22

Date: 09-19-2017


By: 
President, Board of Education

ATTEST:

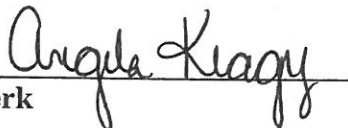

Secretary, Board of Education

CITY COUNCIL
CITY OF NOKOMIS, MONTGOMERY
COUNTY, ILLINOIS

Date: 9-25-17

By: 
Mayor

ATTEST:


City Clerk

NOKOMIS PARK DISTRICT,
MONTGOMERY COUNTY, ILLINOIS

Date: 10-10-17

By: 
Board Chairman

ATTEST:


Board Clerk