

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE SPRINGFIELD PARK DISTRICT
AND THE BOARD OF EDUCATION OF SPRINGFIELD PUBLIC SCHOOL DISTRICT NO. 186**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) made as of the date of last execution hereof (the “Effective Date”) by and between the **SPRINGFIELD PARK DISTRICT** (hereinafter referred to as the “Park District”) and the **BOARD OF EDUCATION OF SPRINGFIELD PUBLIC SCHOOL DISTRICT NO. 186** (hereinafter referred to as the “School District”), both units of local government, located in the County of Sangamon, State of Illinois.

WITNESSETH:

WHEREAS, the Illinois Constitution provides that units of local government may associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance, Ill. Const., Art. VII § 10 (1970);

WHEREAS, the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.* (the “Act”), authorizes a municipality to transfer real property to another municipality upon such terms as may be agreed by the corporate authorities of the parties, subject to the requirements of the Act;

WHEREAS, the Park District the School District are municipalities as defined in Section 1(c) of the Act, 50 ILCS 605/2;

WHEREAS, the Park District owns certain real property located in the 1300 and 1400 block of Converse Avenue in Springfield Illinois, assign parcel identification number PIN: 14-22.0-480-006 (the “Park District Property”);

WHEREAS, the Park District and the School District have determined that the portion of the Park District Property upon which tennis courts are situated, as demonstrated in Exhibit A, attached hereto and incorporated herein (the “Subject Property”), would be better utilized as a parking lot to accommodate vehicular parking for events at the Park District’s Robin Roberts Stadium and the School District’s Lanphier High School;

WHEREAS, the School District has the capacity to develop the Subject Property as a parking lot for joint use by the School District and the Park District;

WHEREAS, on January 17, 2024, the Park District adopted its Resolution No. 438-24, attached to this Ordinance as Exhibit B, attached hereto and incorporated herein (the “Park District Resolution”), approving and authorizing the conveyance of the Subject Property to the School District pursuant to the Act, subject to certain terms and conditions as contained herein;

WHEREAS, on _____, 2024, the School District adopted its Resolution No. _____, attached to this Ordinance as Exhibit C, attached hereto and incorporated herein (the “School District Resolution”), approving and authorizing the acceptance of the Subject Property from the Park District pursuant to the Act, subject to certain terms and conditions as contained herein;

WHEREAS, pursuant to the Act, the Park District is authorized to transfer the Subject Property to the School District upon such terms as may be agreed upon by the corporate authorities of both parties, by an instrument of conveyance signed by the President of the Park District’s Board of Park Commissioners (“Park Board”), attested, and sealed with its corporate seal, all duly authorized by a resolution passed by the vote of 2/3 of the members of the Park Board then holding office, and duly recorded in the office of the recorder in the county in which said real estate is located;

WHEREAS, in accordance with the Act, the School District has determined that it is necessary and convenient for the School District to use, occupy, and improve the Subject Property in the making of public improvements, including, without limitation, the construction of a parking lot to accommodate vehicular parking for events at the Park District's Robin Roberts Stadium and the School District's Lanphier High School;

WHEREAS, the Park District desires to convey the Subject Property to the School District pursuant to the Park District Resolution and the School District Resolution, in accordance with the Act and the terms and conditions contained in this Agreement;

WHEREAS, the School District desires to accept the conveyance of the Subject Property from the Park District pursuant to the Park District Resolution and the School District Resolution, in accordance with the Act and the terms and conditions contained in this Agreement;

NOW THEREFORE, in consideration for the mutual agreements and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Park District and the School District agree as follows:

Section 1 – Agreement to Obtain Survey and Convey Subject Property. Upon the completion of a survey, obtained by the Park District at its cost and expense, establishing the legal description of the Subject Property, the Park District agrees to convey the Subject Property to the School District by quit claim deed in a form as provided in Exhibit D, attached hereto and incorporated herein (the "Deed"). The School District agrees to acquire title to the Subject Property via the Deed upon the Park District providing a title insurance commitment from Chicago Title Insurance, located at 1043 S. 5th Street in Springfield, Illinois, demonstrating that the Park District has all right and title to the Subject Real Estate and the ability to convey good title to the School District. Upon the conveyance of the Subject Property, the Park District shall provide the School District with a title insurance policy for the Subject Property at the Park District's cost and expense. The Park District shall be responsible for all title insurance and closing costs and expenses associated with the conveyance of the Subject Property.

Section 2 – Construction of Parking Lot. Upon the conveyance of the Subject Property to the School District, the School District hereby agrees to arrange for construction of a parking lot, at the cost and expense of the School District, as generally demonstrated in the concept design for the parking lot, attached hereto and incorporated herein as Exhibit E.

Section 3 – Grant of License for Use of Parking Lot. As consideration for the conveyance of the Subject Property by the Park District, the School District hereby grants a license to the Park District for the use of the parking lot constructed on the Subject Property, for the limited purpose of parking of passenger vehicles on the Subject Property, to become effective and exercisable upon completion of construction of the parking lot. Nothing herein shall prevent the School District from contemporaneously using the parking lot constructed on the Subject Property for the parking of passenger vehicles, or from adopting reasonable rules and regulations for the use of said parking lot from time to time. The term of the license shall be perpetual unless terminated by the School District. The foregoing license shall not be deemed to grant the Park District the right to construct any improvements or perform any alterations to the Subject Property or the parking lot thereon.

Section 4 – Miscellaneous.

a. **Severability.** If any term, covenant, condition, or provision (or any part thereof) of this Agreement or the application thereof to any party or circumstances shall, at any time or to any extent, be

invalid or unenforceable, the remainder of this Agreement and the application of such term or provision (or remainder thereof), to the parties or circumstances other than those as to which it is held invalid, or unenforceable, shall not be affected thereby, and shall be valid and be enforced to the fullest extent permitted by law.

b. Compliance with Applicable Law. In performance of each party's respective obligations pursuant to this Agreement, the parties shall comply with all applicable provisions of federal, state, and local laws. Any limits or standards set forth in this Agreement to be observed in the performance of the Agreement are minimum requirements and shall not affect the application of more restrictive valid and applicable, federal, state, or local standards to the performance of the Agreement.

c. No Third-Party Beneficiary. This Agreement is intended solely for the benefit of the parties hereto, and it is not the intention of the parties to confer third-party beneficiary rights upon employees, officers, directors, or policyholders of any other person, firm, unit of government, or corporation.

d. Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement, or condition.

e. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns.

f. Entire Agreement. This document constitutes the entire agreement between the parties, and there are no oral agreements or other written agreements. This Agreement may be modified only by a writing executed by all parties.

g. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

h. Headings. The headings contained in this Agreement are for convenience of reference only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

i. Recitals; Terms of Art. The recitals are an integral part of this Agreement and are incorporated herein as if restated in full. Terms of art shall have the meaning so ascribed herein.

j. Relationship of Parties. For the purposes of this Agreement, no party shall be deemed to be an independent contractor, agent, or employee of the other party. No party shall have authority to make any statements, representations, or commitments of any kind, or to take any action that is binding on the other party, except as explicitly authorized herein.

k. Further Assurances. Each party hereto agrees, as the other party may reasonably request for the purposes of carrying out the intent and purposes of this Agreement, to: (i) furnish upon request to each other party such further information; (ii) to execute and deliver to each other party such other documents, and (iii) to do such other acts and things.

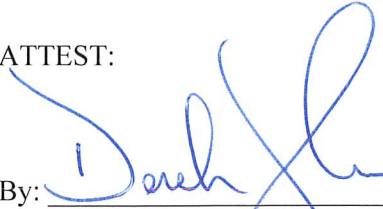
1. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflicts of law rules thereof. The parties agree that all actions or proceedings arising directly, indirectly or otherwise in connection with this Agreement and the transactions contemplated hereby shall be litigated only in courts having a situs in Sangamon County, Illinois, and hereby consent and submit to the jurisdiction of state Circuit Court located within said county and state.

m. Counterparts. This Agreement and any amendment hereto may be executed in any number of counterparts by each party, each of which when so executed and delivered shall be an original, and all of which together shall constitute one document. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought. The parties may execute this Agreement by facsimile, scanned Portable Document Format ("PDF") or other electronically transmitted signature, and such facsimile, scanned PDF, or other electronically transmitted document, including the signatures thereon, shall be treated in all respects as an original instrument bearing an original signature.

IN WITNESS WHEREOF, the undersigned units of local government have approved and entered into this Agreement as of the date first stated hereinabove.

SPRINGFIELD PARK DISTRICT:

ATTEST:

By:  _____

Print Name and Title: Derek Harms, Executive Director

By:  _____
Board President

**BOARD OF EDUCATION OF
SPRINGFIELD PUBLIC SCHOOL
DISTRICT NO. 186:**

ATTEST:

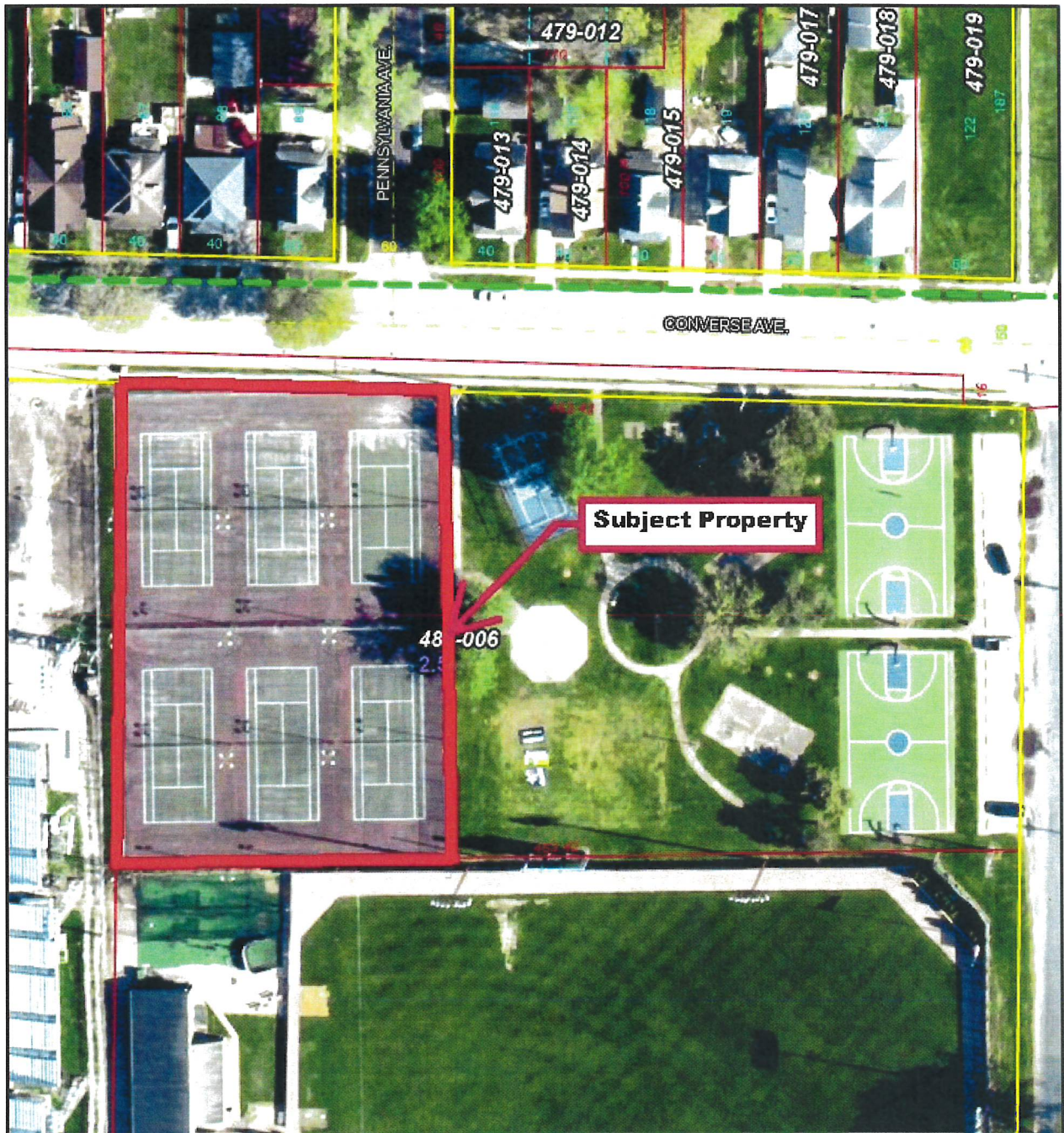
By: _____

Print Name and Title: _____

By: _____
Board President

EXHIBIT A TO INTERGOVERNMENTAL AGREEMENT BETWEEN
THE SPRINGFIELD PARK DISTRICT AND THE BOARD OF
EDUCATION OF SPRINGFIELD PUBLIC SCHOOL DISTRICT NO. 186

Depiction of the Subject Real Estate:



**EXHIBIT B TO INTERGOVERNMENTAL AGREEMENT BETWEEN
THE SPRINGFIELD PARK DISTRICT AND THE BOARD OF
EDUCATION OF SPRINGFIELD PUBLIC SCHOOL DISTRICT NO. 186**

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**SPRINGFIELD PARK DISTRICT
RESOLUTION NO. 438-24**

**A RESOLUTION APPROVING AND AUTHORIZING THE CONVEYANCE OF
CERTAIN PARK DISTRICT PROPERTY TO THE BOARD OF EDUCATION OF
SPRINGFIELD PUBLIC SCHOOL DISTRICT NO. 186 PURSUANT TO THE LOCAL
GOVERNMENT PROPERTY TRANSFER ACT (50 ILCS 605/0.01 ET SEQ.)**

WHEREAS, the **SPRINGFIELD PARK DISTRICT** (hereinafter referred to as the “Park District”) owns certain real property located in the 1300 and 1400 block of Converse Avenue in Springfield Illinois, assign parcel identification number PIN: 14-22.0-480-006 (the “Park District Property”);

WHEREAS, the **BOARD OF EDUCATION OF SPRINGFIELD PUBLIC SCHOOL DISTRICT NO. 186** (hereinafter referred to as the “School District”) owns real property directly adjacent to the Park District Property;

WHEREAS, the Park District and the School District have determined that the portion of the Park District Property upon which tennis courts are situated, as demonstrated in the Intergovernmental Agreement attached hereto as Exhibit A (the “Subject Property”) would be better utilized as a parking lot to accommodate vehicular parking for events at the Park District’s Robin Roberts Stadium and the School District’s Lanphier High School;

WHEREAS, the School District has the capacity to develop the Subject Property as a parking lot for joint use by the School District and the Park District;

WHEREAS, the Illinois Constitution provides that units of local government may associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance, Ill. Const., Art. VII § 10 (1970);

WHEREAS, the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.* (the “Act”), authorizes a municipality to transfer real property to another municipality upon such terms as may be agreed by the corporate authorities of the parties, subject to the requirements of the Act;

WHEREAS, the Park District the School District are municipalities as defined in Section 1(c) of the Act, 50 ILCS 605/2;

WHEREAS, pursuant to the Act, the Park District is authorized to convey the Subject Property to the School District upon such terms as may be agreed upon by the corporate authorities of both parties, by an instrument of conveyance signed by the President of the Park District’s Board of Park Commissioners (“Park Board”), attested, and sealed with its corporate seal, all duly authorized by a resolution passed by the vote of 2/3 of the members of the Park Board then holding office, and duly recorded in the office of the recorder in the county in which said real estate is located;

WHEREAS, the Park District desires to convey the Subject Property to the School District in accordance with the Act and the terms and conditions contained in the Intergovernmental Agreement attached hereto as Exhibit A;

WHEREAS, the School District has adopted or will hereafter adopt a resolution determining that it is necessary, convenient, and in the best interests of the School District to acquire the Subject Parcel in furtherance of its school purposes;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Park Commissioners of the Springfield Park District, as follows:

Section 1. The recitals set forth above are hereby determined to be true and correct and are incorporated herein and made a part hereof.

Section 2. It is hereby determined that it is necessary and in the best interests of the Park District and its residents that the Park District enter into the Intergovernmental Agreement attached hereto as Exhibit A, and in furtherance thereof, convey the Subject Property to the School District on and subject to the terms and conditions set forth therein.

Section 3. Upon presentation to the Park District of a certified copy of a resolution adopted by the School District's Board of Education, as previously described in this Resolution, the President and other authorized officers of the Park Board are hereby authorized and directed to execute and deliver to the School District, for and on behalf of the Park District, a quit claim deed to the Subject Property, and all such further documents, certificates, instruments and other writings, as the President of the Park Board shall deem necessary or appropriate in consultation with legal counsel for the Park District, in connection with the conveyance of the Subject Property, and to otherwise effectuate the purposes of this Resolution and perform as required pursuant to the Intergovernmental Agreement.

Section 4. The President and other authorized officers of the Park Board, the Park District's Executive Director, and the Park District's attorneys are hereby authorized, empowered and directed to take all action and execute any and all documents necessary or appropriate in order to carry out the intent and effect the provisions and purposes of this Resolution, and to effectuate the conveyance of the Subject Property to the School District.

Section 5. This Resolution shall be in full force and effect immediately upon its passage as provided by law.

SO RESOLVED this 17th day of January, 2024, at Springfield, Illinois, by a roll call vote as follows:

AYES: 7

NAYS: 0

ABSENT: 0

ABSTAIN: 0

PRESENT: 0

APPROVED by the undersigned this this 17th day of January, 2024.

ATTEST:


Board President

By: 

Print Name and Title: Derek Harms, Executive Director

**EXHIBIT C TO INTERGOVERNMENTAL AGREEMENT BETWEEN
THE SPRINGFIELD PARK DISTRICT AND THE BOARD OF
EDUCATION OF SPRINGFIELD PUBLIC SCHOOL DISTRICT NO. 186**

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SPRINGFIELD PUBLIC SCHOOL DISTRICT NO. 186

RESOLUTION NO. 202__ - _____

**A RESOLUTION ACCEPTING THE TRANSFER OF REAL PROPERTY
FROM THE SPRINGFIELD PARK DISTRICT PURSUANT TO THE
LOCAL GOVERNMENT PROPERTY TRANSFER ACT (50 ILCS 605/0.01 ET SEQ.)**

WHEREAS, the **SPRINGFIELD PUBLIC SCHOOL DISTRICT NO. 186** is an Illinois school district organized pursuant to the Illinois School Code (hereinafter referred to as the “School District”);

WHEREAS, the **SPRINGFIELD PARK DISTRICT** (hereinafter referred to as the “Park District”) owns certain real property located in the 1300 and 1400 block of Converse Avenue in Springfield Illinois, assign parcel identification number PIN: 14-22.0-480-006 (the “Park District Property”);

WHEREAS, the School District owns real property directly adjacent to the Park District Property;

WHEREAS, the Park District and the School District have determined that the portion of the Park District Property upon which tennis courts are situated, as demonstrated in the Intergovernmental Agreement attached hereto as Exhibit A (the “Subject Property”) would be better utilized as a parking lot to accommodate vehicular parking for events at the Park District’s Robin Roberts Stadium and the School District’s Lanphier High School;

WHEREAS, the School District has the capacity to develop the Subject Property as a parking lot for joint use by the School District and the Park District;

WHEREAS, the Illinois Constitution provides that units of local government may associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance, Ill. Const., Art. VII § 10 (1970);

WHEREAS, the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.* (the “Act”), authorizes a municipality to transfer real property to another municipality upon such terms as may be agreed by the corporate authorities of the parties, subject to the requirements of the Act;

WHEREAS, the Park District the School District are municipalities as defined in Section 1(c) of the Act, 50 ILCS 605/2;

WHEREAS, pursuant to the Act, the Park District is authorized to convey the Subject Property to the School District upon such terms as may be agreed upon by the corporate authorities of both parties, by an instrument of conveyance signed by the President of the Park District’s Board of Park Commissioners (“Park Board”), attested by the Park Board Secretary, and sealed with its corporate seal, all duly authorized by a resolution passed by the vote of 2/3 of the members of the Park Board then holding office, and duly recorded in the office of the recorder in the county in which said real estate is located;

WHEREAS, the School District and its Board of Education have determined, and hereby declare, that it is necessary, appropriate, and in the best interests of the School District to acquire the Subject Property from the Park District and to use, occupy, and improve the Subject Property in the making of public improvements, including, without limitation, to construct a parking lot thereon, and enter into the Intergovernmental Agreement attached hereto as Exhibit A;

WHEREAS, the School District desires that the Park District convey the Subject Property to the School District pursuant to the Park District's resolution and this resolution, in accordance with the Act and the terms and conditions contained in the Intergovernmental Agreement attached hereto as Exhibit A;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Education of the School District, as follows:

Section 1. The recitals set forth above are hereby determined to be true and correct and are incorporated herein and made a part hereof.

Section 2. It is hereby determined that it is necessary, appropriate, and in the best interests of the School District to acquire the Subject Property from the Park District and to use, occupy, and improve the Subject Property in the making of public improvements, including, without limitation, to construct a parking lot thereon, and enter into the Intergovernmental Agreement attached hereto as Exhibit A, and in furtherance thereof, accept the conveyance of the Subject Property to from the Park District on and subject to the terms and conditions set forth therein.

Section 3. The School District shall present a certified copy of this Resolution and the executed Intergovernmental Agreement to the Park District and execute all such further documents, certificates, instruments and other writings, as the President of the Board of Education, the School District's Superintendent, or their respective designees shall deem necessary or appropriate in consultation with legal counsel for the School District, in connection with the acceptance of the conveyance of the Subject Property, and to otherwise effectuate the purposes of this Resolution and perform as required pursuant to the Intergovernmental Agreement.

Section 4. The President and Secretary of the Board of Education, the School District's Superintendent, or their respective designees and the School District's attorneys are hereby authorized, empowered and directed to take all action and execute any and all documents necessary or appropriate in order to carry out the intent and effect the provisions and purposes of this Resolution, and to accept the conveyance of the Subject Property from the Park District.

Section 5. This Resolution shall be in full force and effect immediately upon its passage as provided by law.

SO RESOLVED this _____ day of _____, 2024, at Springfield, Illinois, by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

PRESENT: _____

APPROVED by the undersigned this this _____ day of _____, 2024.

ATTEST:

Board President

By: _____

Print Name and Title: _____

**EXHIBIT D TO INTERGOVERNMENTAL AGREEMENT BETWEEN
THE SPRINGFIELD PARK DISTRICT AND THE BOARD OF
EDUCATION OF SPRINGFIELD PUBLIC SCHOOL DISTRICT NO. 186**

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Prepared by and Return To:
BROWN, HAY & STEPHENS, LLP
Daniel L. Hamilton
Registration No. 6312982
205 S. Fifth St., Ste. 1000
Springfield, IL 62705
(217) 544-8491
Fax: (217) 544-9609
dhamilton@bhslaw.com

QUITCLAIM DEED

GRANTOR, the **SPRINGFIELD PARK DISTRICT**, an Illinois park district, having its principal office in the City of Springfield, County of Sangamon and State of Illinois, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, CONVEYS and QUITCLAIMS to GRANTEE, **BOARD OF EDUCATION OF SPRINGFIELD PUBLIC SCHOOL DISTRICT NO. 186**, an Illinois school district, having its principal office in the City of Springfield, County of Sangamon and State of Illinois, the real property described in Exhibit A, attached hereto and by this reference incorporated herein as fully and as completely as if set forth in full herein (the "Property").

The Property is not homestead property.

IN WITNESS WHEREOF, GRANTOR has executed this Quitclaim Deed as of this 29th day of January, 2024.

GRANTOR:
SPRINGFIELD PARK DISTRICT:

By: 
Leslie Sgro, its President

ATTEST:

By: 

Print Name and Title: Derek Harms, Executive Director

STATE OF ILLINOIS
COUNTY OF SANGAMON

} SS

I, Lori L. Crowder, a notary public in and for said County and State, do hereby certify that Leslie Sgro and Derek Harms, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they are President and Executive Director of the SPRINGFIELD PARK DISTRICT, and that the signed, attested, and delivered the said instrument on behalf of said unit of local government, and acknowledged said instrument to be the free act and deed of said unit of government.

Given under my hand and official seal this 29 day of January, A. D. 2024.

[SEAL]

[Signature]
Notary Public

Exempt under 35 ILCS 200/31-45(e) and (b)
of the Real Estate Transfer Tax Act



Buyer, Seller, or Representative

Date

**EXHIBIT E TO INTERGOVERNMENTAL AGREEMENT BETWEEN
THE SPRINGFIELD PARK DISTRICT AND THE BOARD OF
EDUCATION OF SPRINGFIELD PUBLIC SCHOOL DISTRICT NO. 186**

Parking Lot Concept Plan:

