

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF  
O'FALLON, ILLINOIS, AND O'FALLON CONSOLIDATED COMMUNITY  
SCHOOL DISTRICT 90 AUTHORIZING THE EXCHANGE OF CERTAIN  
REAL PROPERTY**

This Intergovernmental Agreement is made effective and entered into this \_\_\_\_\_ day of 2006 by and between the City of O'Fallon, Illinois ("City") and O'Fallon Consolidated Community School District 90 ("School District"), on the following terms and conditions:

**WHEREAS**, the City and the School District desire to enter into an agreement whereby the School District shall transfer ownership of certain property located north of Kyle Road across from Edward Fulton Jr. High School described on Exhibit A attached hereto and incorporated herein (the "School District Property") to the City and, in exchange, the City shall transfer ownership of certain property located at 118 E. Washington described on Exhibit B attached hereto and located herein (the "City Property") to the School District.

**WHEREAS**, the parties have had their respective properties appraised and the fair market value of the School District Property is Two Hundred and Ninety Seven Thousand Dollars (\$297,000.00) and the fair market value of the City Property is Two Hundred Thirty Five Thousand Dollars (\$235,000.00). The parties agree to exchange the properties for equal value therefore the City shall pay to the School District the sum of Sixty Two Thousand Dollars (\$62,000.00) in addition to the transfer of the City Property;

**WHEREAS**, at least 3/4ths of the corporate authorities of the City believe it is in the best interest of the citizens of the City to exchange the City Property for the School District Property;

**WHEREAS**, on the 1<sup>st</sup> day of May, 2006 the City held a public hearing pursuant to notice and the provisions of 65 ILCS 5/11-76.2-1 et seq. to consider the exchange of the City Property for the School District Property;

**WHEREAS**, pursuant to 65 ILCS 5/11-76.2-3 the following findings are hereby made by the corporate authorities of the City:

- (1) that the premises to be conveyed by the City under such exchange, in the opinion of the city council is no longer needed by the City for the public interest;
- (2) that the premises to be received by the City under such exchange will prove useful to the City and will be for the public interest;

- (3) that the total value of the property to be conveyed by the School District to the City is approximately equal to or exceeds the value of the property the City is conveying, taking into consideration the long term best interest of the public.

**WHEREAS**, the City and the School District have taken all action necessary or will take all action necessary to effectuate the intent of this Intergovernmental Agreement and believe it is in the best interest of their respective bodies to enter into this Intergovernmental Agreement.

**NOW THEREFORE THE CITY AND THE SCHOOL DISTRICT  
HEREBY AGREE AS FOLLOWS:**

1. Preambles. The preambles set forth above are true and correct and are hereby incorporated by reference.
2. Purpose. The purpose of this Intergovernmental Agreement is as follows:
  - (a) To transfer ownership of the School District Property to the City.
  - (b) To transfer ownership of the City Property to the School District.
  - (c) To make the exchange equal in value thus requiring the City to pay to the School District Sixty Two Thousand Dollars (\$62,000.00).
3. Legal Basis. This Agreement is executed pursuant to the provisions of Article VII, Section 10, of the Constitution of Illinois of 1970 and pursuant to the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1. It is the intent of the parties to exercise to the fullest extent permitted by law the authority granted them under the constitutional and statutory provisions. The parties represent and warrant to one another that each has taken all action necessary or required by their respective board or City council to enter into this Intergovernmental Agreement.
4. Transfer to the City. The School District hereby transfers to the City all of its rights, title, and interest in the School District Property and improvements located across from Edward Fulton Jr. High School on Kyle Road, consisting of approximately 9.9 acres and as legally described on Exhibit A attached hereto and incorporated herein.
5. City's Acceptance of the Transfer. The City hereby accepts the transfer of the School District Property as legally described on Exhibit A.
6. Transfer to the School District. The City hereby transfers to the School District all of its rights, title, and interest in the City Property and improvements located at 118 E. Washington, consisting of approximately 0.281 acres and as legally described on Exhibit B attached hereto and incorporated herein.

7. School District's Acceptance of the Transfer. The School District hereby accepts the transfer of the City Property as legally described on Exhibit B.
8. City's Payment to the School District. The City agrees to the School District as additional compensation for the School District property Sixty Two Thousand Dollars (\$62,000.00). This payment shall be made at the time of closing of the exchange of the School District Property and the City Property.
9. Cooperation. The School District and City agree to cooperate and take all action necessary to effectuate the terms of this Intergovernmental Agreement including but not limited to executing all documents, deeds, permits or other writings necessary to transfer legal title and ownership to the School District Property legally described in Exhibit A and the City Property legally described in Exhibit B. Each party shall be responsible for its own attorneys fees and costs and the cost of recording the deed to the respective property each is receiving. All closing costs shall be shared equally by the parties.
10. Entire Agreement. This Agreement represents the entire agreement of the parties and may only be amended in writing and mutually approved by the parties. The execution of any amendment shall be authorized by the passage of a resolution or ordinance of the corporate authorities of each party.
11. Severability. If any part of this Agreement is adjudged invalid, such adjudication shall not affect the validity of this Agreement as a whole or any other party.
12. Non-Assignment. This Agreement shall not be assigned or transferred by any party hereto without the prior written consent of the other party.

**City of O'Fallon, Illinois**

By: \_\_\_\_\_  
 Gary Graham, Mayor  
 City of O'Fallon

Witness: \_\_\_\_\_  
 Phil Goodwin  
 City Clerk

**O'Fallon Consolidated Community School District 90**

By: \_\_\_\_\_  
 John Coers  
 School Board President

Witness: \_\_\_\_\_  
 Ed Grimmer  
 Secretary