

RESOLUTION NO. 13-08-01-20

**RESTATEMENT OF INTERGOVERNMENTAL AGREEMENT BETWEEN
CITY OF LE ROY AND LE ROY PARK DISTRICT FOR THE DEVELOPMENT
AND USE OF THE LE ROY RECREATIONAL CENTER**

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF LE ROY THIS 19th DAY
OF August, 2013.**


PRESENTED:	August 19, 2013
PASSED:	August 19, 2013
APPROVED:	August 19, 2013
RECORDED:	August 19, 2013
PUBLISHED:	August 19, 2013

In pamphlet form

**Voting "aye" (8)
Voting "nay" (0)**

The undersigned being the duly qualified and elected City Clerk of the City of Le Roy does hereby certify that this document constitutes the publication in pamphlet form, in connection with the pursuant to Section 1-2-4 of the Illinois Municipal Code, of the above-captioned resolution and that such resolution was presented, passed, approved, recorded and published as above stated.

(SEAL)



**Vicki Moreland,
City Clerk of the City of Le Roy,
McLean County, Illinois**

Dated: August 19, 2013

RESOLUTION 13-08-01-20

RESTATEMENT OF INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN CITY OF LE ROY AND LE ROY PARK DISTRICT FOR THE DEVELOPMENT
AND USE OF THE LE ROY RECREATION CENTER

This Restated Intergovernmental Agreement ("Agreement") is entered into this ____ day of _____, 2013, by and between the City of Le Roy, an Illinois Municipal corporation, having its principal offices at 207 South East Street, Le Roy, Illinois, (hereinafter referred to as "City"), and the Le Roy Park District, P.O. Box 172, Le Roy, Illinois, (hereinafter referred to as "District"). The City and District are sometimes hereinafter referred to individually as a "Party" and jointly as the "Parties".

WITNESSETH

WHEREAS, the City and District have constructed a recreation center known as the Le Roy Recreation Center, hereinafter referred to as "Center" or "Facilities", which helps to serve the recreational and community needs of the City of Le Roy and the residents of the District, which recreation center is constructed on property jointly owned by the City and District; and

WHEREAS, the Parties have determined that the needs of both Parties are best served through a facility maintained by the City with such Center to include, but not limited to: an indoor swimming pool, an outdoor swimming pool, gym, elevated walking track, weight and fitness area, activity rooms and concessions, and such other and amenities as the Parties agree upon time to time; and

WHEREAS, Article VII, Section 10 of the 1907 State of Illinois Constitution authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, Section 3 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/5) provides that any powers, privilege or authority which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government where not prohibited by law; and

WHEREAS, Section 5 of the Illinois Intergovernmental Cooperation Act further provides that any one or more units of local government may contract to perform any governmental service, activity or undertaking which any unit of local government entering into the contract is authorized to perform, provided that such contract shall be authorized by the governing body of each Party to the contract; and

WHEREAS, the City is an Illinois Municipality which is subject to the provisions of the Illinois Municipal Code 65 ILCS 5/1-1-1 *et seq.* and the City is not a home rule municipality; and

WHEREAS, the District is a specialty district which has the power, authority and responsibility to determine and provide for the park and recreational needs of the residents of the District and, in furtherance thereto, among other things, acquire by gift, legacy, grant, purchase, condemnation or by lease any and all real estate or rights therein, and to build, lay adorn, extend, improve and maintain such real estate, to manage and control all property of the District with exception to the jointly owned property now referred to as Facility, and to plan, establish and maintain recreational programs and facilities; and

WHEREAS, the Parties have determined that it is in their respective best interests of the residents of the City and District for the Parties to enter into this Agreement with respect to the continued maintenance and operation of the Center, and the governing bodies of both Parties hereto have adopted an ordinance or resolution approving this Agreement and authorizing the appropriate officers of such Party to make, execute and deliver this Agreement for and on behalf of such Party; and

WHEREAS, in acknowledgment of and in order to give effect to the respective rights and responsibilities of the Parties, and to establish a vehicle to reconcile the sometimes competing and conflicting interests of the Parties with respect to the use of the Center, the Parties desire to enter into this Restatement of Intergovernmental Cooperation Agreement;

AND WHEREAS the Parties entered into an Intergovernmental Agreement on April 23, 2012 which the Parties now agree, did not serve the best interests of either the City or the District and, therefore, by this newly restated agreement and the respective ordinances and resolutions approving this Agreement, the Parties do specifically abolish and abandon said earlier Agreement. Said earlier Agreement shall be void and unenforceable between the Parties beginning the effective date of this new Agreement.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

GENERAL ITEMS

A. **Real Estate**

The District and City will be equal owners in the real estate .

B. **Construction**

City shall be responsible for the design and construction of the Center and all expenses associated therewith. For the purposes of this agreement, the term “Center” shall be construed to mean the building and appurtenances to be constructed and owned by the District and the City, and any personal property used in connection therewith.

C. **Debt and Debt Service**

The District agrees to reimburse the City for 50% that the City has borrowed by issuing bonds for the purpose of construction of the Center. District agrees to repay the City via a mutually agreed upon annual payment plan, based upon all revenues received by the District with a minimum annual contribution amount of \$120,000.00.

D. **TERM.** Except as otherwise provided in this Agreement, the Term of this Agreement shall commence on the date that the last Party of this Agreement has signed this Restatement of Intergovernmental Cooperation Agreement , “Commencement Date” and shall end at 11:59 p.m. (Central time) on _____, 2028. This Agreement may be extended for additional terms of no more than ten (10) years each upon the mutual written consent of the Parties. The occurrence of the end of the term of this Agreement, as well as any other termination of this Agreement, shall not relieve either Party of liability for any breach of this Agreement by such Party prior to such termination.

E. **EARLY TERMINATION.** This Agreement:

(i) subject to the other provisions of this Agreement, may be terminated by a non-breaching Party by giving written notice of termination upon the occurrence of a material breach of this Agreement by the other Party hereto, which termination shall be effective on the thirtieth (30th) day following the date on which that termination notice is given unless (i) such other Party cures such

breach in question within thirty (30) days following the date on which the termination notice was given,

(ii) may be terminated by the City at any time without liability by giving no less than one-hundred, eighty (180) days written notice of termination, which termination shall be effective on the effective date for termination set forth in that termination notice.

(iii) may be terminated by District at any time by giving no less than one-hundred, eighty (180) days written notice of termination, which termination shall be effective on the effective date for termination as set forth on that termination notice. Should the District exercise its right to terminate under this provision, then the District shall, within sixty (60) days of the early termination of this Agreement, pay to the City, in a lump sum, the full outstanding amount of interest and principal remaining to be paid on any bond issue sold by the City for the construction, operation and maintenance of the Facilities and, in addition thereto, an amount necessary for the City to obtain alternate facilities for all programs, activities, events or other affairs which may have already been scheduled for the Facilities and which must, as a result of the District's early termination, be relocated, and in addition to the amounts specified above, all costs and expenses related to the above including, but not limited to, permit fees, in-house staff time and attorneys fees.

F. **OWNERSHIP AND MAINTENANCE.** The City and District shall retain sole ownership of the Facilities. The City shall maintain the Facilities in the same manner that, and to a standard that is not less than the same standard to which that it maintains, all other municipal buildings and surrounding property, including but not limited to: undertaking snow removal, lawn maintenance, and repairs. .

G. **RESPONSIBILITIES OF THE CITY.** Beginning on the Commencement Date and continuing during the Term of this Agreement or any extension thereof, the City shall operate, manage, market, and maintain the Facilities. The City may, in its sole discretion, hire a management company to perform such operation, management, marketing and maintenance functions, or any part thereof, as the City, in its sole discretion, deems necessary. During the Term, the City shall be responsible for and shall pay all other costs

and expenses related to the operation, management, marketing, and maintenance of the Facilities, including but not limited to:

- (i) Establishment of an annual operating budget for the Facilities;
- (ii) Establishment of an annual capital expenditures budget for the Facilities;
- (iii) Establishment of a capital debt reserve fund;
- (iv) Purchasing of any item of furniture or equipment for the Facilities;
- (v) Overseeing the conduct of day-to-day operations of the Facilities;
- (vi) Establishing bank accounts and the designation of the signatories on such bank accounts, which may be separate from the City's usual bank account for the operation of the Facilities;
- (vii) Preparation of financial, operational and marketing strategic goals and objectives, including the establishment and implementation of new services or programs at the Facilities;
- (viii) Employment of a general manager and all other employees necessary to carry out the operation, management, and maintenance of the Facility;
- (ix) Overseeing, managing, coordinating, and reviewing, on an annual basis, all programs, activities and use schedules for the Facilities.

H. **FACILITY USE SCHEDULING PROCESS; PRIORITIES; OTHER USERS.** The Parties hereto agree that, subject to other provisions of this Agreement, the City has the authority and obligation to schedule all usage of the Facilities.

- (i) General Priority for District. the District shall at all times have priority to the use of the Facilities unless the City has previously scheduled an approved use.
- (ii) Facilities Schedule. Not later than the twentieth (20th) day following the date of this Agreement, and not earlier than April 1 and not later than April 30 of each calendar year during the Term of this Agreement, the City shall create a written usage calendar (the "Facilities Schedule"). The date on which each Facilities Schedule is created is referred to as the

“Annual Facilities Schedule Date.” The Facilities Schedule shall reflect the then scheduled usage of the Facilities for the period that commences on the Annual Facilities Schedule Date and ends on the second anniversary thereof. The City shall promptly amend the Facilities Schedule on each occasion when a previously unscheduled use of the Facilities is approved by the City.

(iii) District Annual Schedule Notices. To facilitate the City’s timely preparation of the Facilities Schedule on as comprehensive a basis as is reasonably practicable, the District shall notify the City not later than April 1 of each year of the dates which the District desires the City to reserve on the Facilities Schedule for District use of the Facilities during the 12-month period, except that for purposes of the preparation of the first Facilities Schedule, the District shall provide that notification to the City not later than the tenth (10th) day following the date of this Agreement and such notification shall also identify District reserved dates for the period beginning on the date of such notice and ending on July 31 of the year that immediately follows the year in which that notice is given.

(iv) Interim Amendment Requests. Notwithstanding the foregoing, it is understood that the nature of the District’s activities and arrangements related thereto make it difficult and in some instances impossible to conclusively determine the dates that will be required by the District, and that the aforementioned requested dates may as a result need to be subsequently amended, and the City shall not unreasonably withhold its consent to any such requested amendment unless there has previously been approved an event by the City or a Third-Party User.

(v) Form and Content; Cooperative Communication. The aforementioned scheduling notification from the District to the City (the “Annual Schedule Notice”) shall be in writing and shall identify in reasonable detail (i) the nature and timing of each use in question, and (ii) the portion or portions of the Facilities that will be subject to such use; provided, that the parking lot and all areas needed for ingress and egress shall always be deemed included in any usage notification or request. To avoid any misunderstandings or difficulties that may be occasioned by the failure of a mail delivery or other transmission failure, prior to creating the Facilities Schedule, the City shall notify the District if the City has not timely received the Annual Schedule Notice relating to the Facility Schedule in question and provide a reasonable opportunity for the District to submit the Annual Schedule Notice in question before finalizing the Facilities Schedule in question.

(vi) Additional District Dates Request Notices. Subject to the priority, the District shall also have the right at any time to submit written requests for the reservation of additional dates on the Facilities Schedule for District usage of the Facilities, which requests shall also set forth the same ancillary information as is required with respect to the Annual Schedule Notice.

(viii) Third Party Users; Good Faith Scheduling. Subject to the priority provisions set forth in this Subsection viii, the Parties acknowledge that the Facilities may be used by Third Party Users for such purposes and at such times as are, in each case, approved by the City. Accordingly, to promote the use of the Facilities by Third Party Users, each of the Parties hereto hereby agree not to itself reserve any dates on the Facilities Schedule except for events or other uses that it in good faith believes will occur or are likely to occur. When scheduling any use of the Facilities by any Third Party User, the City shall enter into arrangements with such Third Party Users as are reasonably deemed appropriate by the City to endeavor to ensure that the event or activity in question is appropriately staffed and that the Facilities will be returned immediately to readiness for the next business day.

I. SPECIAL SCHEDULE AND USAGE RESTRICTIONS. Notwithstanding anything provided to the contrary the City shall have the right to withhold approval and refuse to schedule a use of the Facilities that could reasonably be expected to fail to meet the Parties' normal standards for safety and security or conflict with the City's normal standards for acceptable programming.

J. PROMOTIONAL COOPERATION. Subject to Section I above, each of the Parties shall provide such cooperation as may be reasonably requested by the other Party for purposes of promoting events at, and usage of, the Facilities.

K. USE OF REVENUES. The City shall receive and collect all revenue generated by or for the Facilities, including, but not limited to, revenue from leases, licenses, use agreements, ticket sales, concessions, marketing, naming rights, advertising, and revenue from all other sources, and shall deposit such revenue in a fund separate from all other City revenues. The City shall keep accurate records for such revenue and its expenditures and shall provide regular access to the District, as District reasonably requests, for the purpose of reviewing and auditing the City's books and records relating to the revenue and expenditures of the Facilities. In addition, upon the completion of the District's contribution for debt service set forth in above, the District

shall, no later than June 1 of each calendar year thereafter, contribute to the City the annual sum of \$120,000 to assist in all costs and expenses for the Facility and shall be considered as revenue generated by the Facilities. Revenue generated by the Facilities shall be dedicated exclusively to the following purposes in the stated order of priority, until that expense requirements is satisfied:

- i. Expenses directly related to the operation, management (taxes, if any), marketing, and maintenance of the Facility;
- ii. A Reserve Capital Improvement Fund;
- iii. As may be required by law or any other contractual obligation for any bond issue sold by the City to finance the Facilities;
- iv. If during any fiscal year, revenue generated is sufficient to totally satisfy the above-expenditure requirements, then any additional revenue generated from the Facilities shall be distributed equally between the City and the District, no later than ninety (90) days after the close of the City's fiscal year.

ARTICLE I -- ADVERTISING/SIGNS/BANNERS/MARQUEE

The City shall have the sole, exclusive, and absolute right to erect, install or affix advertising material, signs, banners, or information at the Facilities. Such sole right of City shall include the ability and authority to sell advertising space at the Facilities, including the ability and authority to place advertising materials, signs, banners, or information on the interior surface of the outfield fence and at other locations at, upon, or within the Facilities during the entire Term of this Agreement. All signs, banners, and advertising materials shall conform with the City's sign ordinance. The City shall, by amendment or variation of said sign ordinance, provide for the reasonable implementation of this Section. No political advertising shall be permitted at the Facilities.

ARTICLE II -- CAPITAL IMPROVEMENTS

After completion of the Project, the City shall have the right, from time to time, at its own expense, either through its own independent funds or by use of the Reserve/Capital Improvement Fund, to make all such capital alterations and improvements to the Facilities as shall be reasonably necessary or appropriate in City's judgment, for the optimal use and conduct of the Facilities.

ARTICLE III -- INSURANCE AND LIABILITY

3.1 INSURANCE POLICIES. Notwithstanding anything to the contrary in this Agreement, each of the Parties to this Agreement shall procure as needed and maintain in effect the insurance coverage needed for it to comply with its obligations under Sections 3.1 ___ through 3.4.

3.1.1 *City's Insurance.* During the Term of this Agreement, the City shall maintain commercial general liability insurance with a limit of not less than \$6,000,000 per occurrence provided on an occurrence basis, and commercial umbrella coverage with a limit of not less than \$5,000,000 in excess and umbrella coverage. The City's current carrier or carriers, as the case may be, have been disclosed to the District. . All such policies shall provide, and the City shall cause each carrier in question to issue a certificate to the District evidencing that:

- (a) the District is named as an additional named insured under each such policy in question with respect to any coverage afforded thereunder concerning the Facilities;
- (b) such coverage shall not be canceled or modified without prior thirty (30) day written notice to the District; and

provided, that such policy shall not provide any coverage to the extent of the negligence or other wrongful act or omission of the District. If such insurance contains a general aggregate limit, it shall apply separately to the property covered by this Agreement. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a business contract). Either by endorsement to this policy or by separate policies, the City will also provide insurance for Public Officials Errors and Omissions as well as Employment Practices Liability in limits of at least \$1,000,000 per occurrence and insurance for Sexual Abuse and Molestation in limits of at least \$100,000 per occurrence. In the event the District is self-insured or provides for its risk financing by means other than commercial insurance, it shall keep in force, at all times, equivalent coverage to that required by this Section.

3.1.2 District's Insurance. During the Term of this Agreement, the District shall maintain commercial general liability insurance with or without excess or umbrella coverage at a total limit of not less than \$6,000,000 per occurrence provided on an occurrence basis, and commercial umbrella coverage with a limit of not less than \$5,000,000 in excess and umbrella coverage. The District's current carrier or carriers, as the case may be, have been disclosed to and approved by the City. If the District proposes to change carriers during the term of this Agreement, such replacement insurance coverage shall be issued by a carrier or carriers reasonably satisfactory to the City. All such policies shall provide, and the District shall cause each carrier in question to issue a certificate to the City evidencing that:

- (a) the City is named as an additional named insured under each such policy in question with respect to any coverage afforded thereunder concerning the Facility;
- (b) such coverage shall not be canceled or modified without prior thirty (30) day written notice to the City; and

provided, that such policy shall not provide any coverage to the extent of the negligence or other wrongful act or omission of the City. If such insurance contains a general aggregate limit, it shall apply separately to the property covered by this Agreement. Such insurance shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a business contract). In the event the District is self-insured or provides for its risk financing by means other than commercial insurance, it shall keep in force, at all times, equivalent coverage to that required by this Section.

3.2 COVERAGE OF FACILITIES. The physical structures comprising the Facilities shall be considered part of the insurable interest of the City and shall be included on the property insurance policy or coverage otherwise procured by the City. At all times during the Term of this Agreement, (i) the City shall cause the Facilities to be insured at full replacement value pursuant to a policy in form, and issued by a carrier, and (ii) the City shall cause any loss or other claim covered by such policy to be promptly settled and for all proceeds attributable thereto to be promptly applied to the repair, restoration or replacement of the Facilities.

3.3 **WORKER'S COMPENSATION COVERAGE.** Each Party hereto shall maintain and keep in force worker's compensation and employer's liability insurance for its own benefit. Such insurance shall include employer's liability limits of not be less than \$500,000 for each accident resulting in bodily injury by accident and \$500,000 for each employee for bodily injury by disease.

3.4 **COVERAGE EVIDENCE.** Upon request, each Party hereto shall promptly furnish to the requesting Party a copy of each of the policies required to be maintained pursuant to this Article III by the Party to which such request was directed, and shall from time to time whenever requested satisfy the other Party that such policy is in full force and effect.

ARTICLE IV -- REPRESENTATIONS

4.1 **DISTRICT'S REPRESENTATIONS.** The District hereby makes to the following representations:

4.1.1 *Status.* The District is a municipal corporation formed under the Illinois Park District Code.

4.1.2 *Authority.* The District has full lawful right, power and authority, under currently applicable law, to execute and deliver and perform its obligations under the terms of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary corporate action on the part of the District. This Agreement: (i) constitutes the legal, valid, and binding obligation of the District and is enforceable in accordance with its terms and provisions, subject to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights and remedies generally and to the effect of general principles of equity (regardless of whether enforcement is sought in or considered to be in a proceeding at law or in equity), and (ii) does not require the consent of any other person or entity. The performance of its obligations under this Agreement by the District will not constitute a violation of any law, contract, judgment or order applicable to it, and the District will comply with all laws applicable to it in the course of fulfilling its obligations under this Agreement.

4.1.3 *Compliance with Laws.* To the best of its knowledge, the District's use of the Facility will comply in all material respects with all applicable Federal, State, and local laws.

4.1.4 *Environmental; Compliance with Laws.* The District has no knowledge or notice of any upon which the Facilities are located that would cause or could reasonably be expected to cause either the City or the District to be exposed to any liability or any remedial duty under any laws relating to the environment, safety or health.

4.2 **CITY'S REPRESENTATIONS.** The City hereby makes to the District the following representations:

4.2.1 *Status.* The City is a municipal corporation organized and in good standing under the Illinois Municipal Code.

4.2.2 *Authority.* The City has full lawful right, power and authority, under currently applicable law, to execute and deliver and perform its obligations under the terms of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary action on the part of the City. This Agreement (i) constitutes the legal, valid and binding obligation of the City and is enforceable in accordance with its terms and provisions, subject to the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights and remedies generally and to the effect of general principles of equity (regardless of whether enforcement is sought in or considered to be in a proceeding at law or in equity), and (ii) does not require the consent of any other person or entity. The performance of its obligations under this Agreement by the City will not constitute a violation of any law, contract, judgment or order applicable to it, and the City will comply with all laws applicable to it in the course of fulfilling its obligations under this Agreement. Without limiting the generality of the foregoing, the City represents and warrants to the District that the City has taken or will take all such actions as may be required and necessary to procure and process all amendments, variations, special uses permits and planned unit development approvals relating to any zoning ordinances necessary to enable the City to execute this Agreement and to carry out fully and perform the terms, covenants, agreements, duties and obligations on its part to be kept and performed as provided by the terms and provisions hereof.

4.2.3 Non-Discrimination. The City will not discriminate against any employee or applicant for employment by the City on the basis of race, color, religion, sex or national origin. Any contracts made by the City for purposes of the Facility shall contain language similar to that recited in this Subsection to create the same anti-discrimination obligation on the part of the other Party thereto and shall require such language in any subcontract relating thereto.

4.3 SURVIVAL. The provisions of Articles II, III, and IV shall survive the end of the Term of this Agreement (regardless if the term is ended).

ARTICLE V -- MISCELLANEOUS

5.1 ENTIRE AGREEMENT. This Agreement and any exhibits and Amendments attached hereto constitute the entire Agreement of the Parties hereto with respect to the subject matter hereof and supersedes all prior Agreements, arrangements, and communications of the Parties dealing with such subject matter, whether oral or written. No other promise, Agreement, understanding, or representation concerning the subject matter of this Agreement will be binding unless made in writing and signed by the Parties hereto. All amendments to this Agreement must be in writing and signed by all of the Parties hereto.

5.2 GOVERNING LAW. This Agreement and the rights and obligations of the Parties hereto shall be governed by and construed in accordance with the internal laws of the State of Illinois, without giving affect to the conflicts of law principles thereof, in every respect, including but not limited to validity, interpretation, and performance, notwithstanding that one or more of the Parties to this Agreement may now be or hereafter become domiciled in or a resident of another state or a foreign country.

5.3 FORUM SELECTION. The Parties hereto agree that any State Court located in Illinois, shall have jurisdiction to adjudicate any dispute between the Parties hereto which arises out of or in connection with this Agreement, and (ii) only the aforementioned court shall be eligible for use by the Parties for purposes of trial level proceedings, with such election constituting an exclusive forum selection.

5.4 RELATIONSHIP. Nothing provided in this Agreement or in the exhibits attached hereto shall be deemed to create any relationship between the Parties of employment or partnership.

5.5 SEVERABILITY. In the event that any provision of this Agreement is held illegal or invalid for any reason, that illegality or invalidity shall not affect the remaining provisions of this Agreement, in which event this Agreement shall be construed and enforced as if that illegal or invalid provision had never been inserted herein, except that to the extent permitted by law, the Parties each hereby authorize and request any court that is interpreting or construing this Agreement to engage in the so-called "blue-lining" process to judicially modify any such illegal or invalid provision to the extent needed to make it legal and valid in a manner best calculated by the court to meet the intentions of the Parties to the extent practicable.

5.7 Force Majeure:

5.8 NOTICES. All notices and other communications required under this Agreement shall be in writing and may be given by any of the following methods: (i) personal delivery; (ii) facsimile transmission; (iii) registered or certified mail, postage prepaid, return receipt requested; or (iv) overnight delivery service. Notices shall be sent to the appropriate Party at its address or facsimile number given below (or at such other address or facsimile number for such Party as shall be specified by notice given hereunder):

If to City:

If to District:

With a copy to:

With a copy to:

Robert K. Bush
Ancel Glink, Diamond, Bush,

PASSED by the City Council of the City of Le Roy, Illinois upon the motion by Monti Albert, seconded by James Bratcher, by a roll call vote on the 19th day of August, 2013, as follows:

ALDERMEN ELECTED 8 ALDERMEN PRESENT 8

Voting Aye:

James Bratcher, Anne Anderson, Judy Marshall, Greg Steffen, Dawn Hanafin, Rae Anne Ahlers, Mike Bailey, Monti Albert

Voting Nay:

None

Absent:

None

Abstain:

None

Other:

None

and deposited and filed in the office of the City Clerk in said municipality on the 19th day of August, 2013.



Vicki Moreland, City Clerk of the
City of Le Roy, McLean County,
Illinois

APPROVED BY the Mayor of the City of Le Roy, Illinois, this 19th day of August, 2013.



Steven M. Dean, Mayor of the City

of

Le Roy, McLean County, Illinois

ATTEST

(SEAL)



Vicki Moreland, City Clerk of the City of Le Roy,
McLean County, Illinois

CERTIFICATE

I, Vicki Moreland, certify that I am the duly appointed and acting municipal clerk of the City of Le Roy, McLean County, Illinois.

I further certify that on August 19, 2013 the Corporate Authorities of such municipality passed and approved **13-08-01-20** entitled:

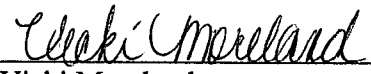
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FOR THE DEVELOPMENT AND USE OF THE LE ROY RECREATION
CENTER**

Which provided by its terms that it should be published in pamphlet form.

The pamphlet form of **Resolution No. 13-08-01-20**, including the Resolution and a cover sheet there of was prepared, and a copy of such Resolution was posted at the municipal building, commencing on **August 19, 2013** and continuing for at least ten days thereafter. Copies of such Resolution were also available for public inspection upon request in the office of the municipal clerk.

Dated at Le Roy, Illinois this 19th day of August, 2013.

(SEAL)


Vicki Moreland,
Municipal Clerk City of Le Roy,
County of McLean, State of Illinois

STATE OF ILLINOIS)
) ss:
COUNTY OF MCLEAN)


I, Vicki Moreland, do hereby certify that I am the duly qualified and appointed City Clerk of the City of Le Roy, McLean County, Illinois, and as such City Clerk that I am the keeper of the records and files of the Mayor and the City Council of said City.

I do further certify that the foregoing is a true, correct and complete copy of a resolution entitled:

**RESTATEMENT OF INTERGOVERNMENTAL COOPERATION
AGREEMENT BETWEEN CITY OF LE ROY AND LE ROY PARK DISTRICT
FOR THE DEVELOPMENT AND USE OF THE LE ROY RECREATIONAL
CENTER**

I do further certify said resolution was adopted by the City Council of the City of Le Roy at a regular meeting on the 19th day of August 2013, and prior to the making of this certificate the said resolution was spread at length upon the permanent records of said city where it now appears and remains as a faithful record of said resolution in the record books.

Dated this 19th day of August, 2013.



Vicki Moreland, City Clerk of the
City of Le Roy, McLean County,
Illinois

(SEAL)