

RESOLUTION NO. 13-11-04-20

**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 18th DAY
OF NOVEMBER, 2013.**

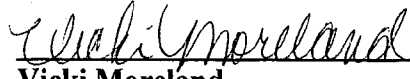
PRESENTED:	November 18, 2013
PASSED:	November 18, 2013
APPROVED:	November 18, 2013
RECORDED:	November 18, 2013
PUBLISHED:	November 18, 2013

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: November 18, 2013

RESOLUTION 13-11-04-20

**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 3rd day of December 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, 304 E. Washington Street, Le Roy, Illinois 61752 (Replex address), (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 Facility 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 said Center being maintained by the District 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 District sees necessary; 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 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;

WHEREAS, City was 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 constructed and owned by the District and the City, and any personal property used in connection therewith.

AND WHEREAS the Parties entered into an Intergovernmental Agreement on April 23, 2012 which the Parties agree does 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:

ARTICLE I - GENERAL ITEMS

1.1. Real Estate

See the attached Plat and Deed attached hereto as Exhibit A. [We need attachments]

1.2. Debt and Debt Service

The City has borrowed certain funds by issuing bonds for the purpose of construction of the Center. The City agrees it shall be responsible for the repayment of said bonds without any expectation of contribution by the District except for any amount which has already been paid over to the City by the District for such purpose and in the event there are revenues generated as described more fully in Section 1.8iii.

1.3. **Term.** Except as otherwise provided in this Agreement, the Term of this Agreement shall commence "Commencement Date" on the date that the last Party of this Agreement has signed this Restatement of Intergovernmental Cooperation Agreement and shall end at 11:59 p.m. (Central time) on December 1, 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. [Date in 2028 is subject to termination clause]

1.4. **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, or (ii) if such breach is not reasonably susceptible to cure within such 30 day period but can be reasonably regarded as susceptible to cure within a longer period, the breaching party promptly commences and thereafter continuously and diligently acts to effect, and successfully accomplishes, such cure (in either of which cases the termination shall not occur and such termination notice shall be deemed not to have been given); and

(ii.) In the event the District is unable to meet its financial obligations in keeping the Center open, the City shall resume operations of the Center, by the adoption of a Resolution thereto, as a City Department and assume thereafter the District's operations and control as described within the Agreement. The City shall have no financial obligation or responsibility for costs, expenses or debts incurred by the District prior to the date of said Resolution, unless specifically agreed to by the City in writing. In the event the City resumes operations as a City Department the District shall resume minimum annual payments of \$120,000 toward the District's share of the City's \$2.2 million bond debt. The District agrees that the City shall unilaterally and separately take over the rights and responsibilities set forth in this Agreement. Notwithstanding anything contained in this Agreement to the contrary, in the event the City resumes or takes over operations of the Center at anytime, the City shall operate, manage, market, and maintain the Facilities to no less a standard than the previously approved Illinois Department of Public Health plan. Prior to the City undertaking any of the following actions in regards to the Center, the City shall meet with the District Board to discuss the circumstances which the City finds requires such intended actions in order to obtain the District's Board's suggestions, recommendations and other advice about how such intended actions can either be avoided or revised. The final decision regarding any such intended action shall be the responsibility of the City.

- a. Discontinue operations of the Center;
- b. Discontinue or materially or substantially reduce/decrease financial funding of operations for the Center;
- c. Materially and/or substantially reduce the programs or services offered at the Center; and
- d. Discontinue, reduce, or materially decrease the number or amount of services or number of hours the facility is made available to the general public.

1.5. Ownership and Maintenance. The City and District shall retain "joint" ownership of the Facilities. "Facilities" shall mean all buildings, structures, equipment, personal property, aquatic resources, pools, etc. located on the Real Estate. The Park District shall appropriately and reasonably maintain the Facilities including, but not limited to, snow removal, lawn maintenance, repairs and maintenance of the above-stated structures, equipment, personal property, etc. located on and within the Facilities. The City shall plow the snow on the City street which abuts the Facilities and shall also remove snow from the parking spaces on the Facility which immediately abut the City street.

1.6. Responsibilities of the Park District. Beginning on the Commencement Date and continuing during the Term of this Agreement or any extension thereof, the Park District shall operate, manage, market, and maintain the Facilities to no less a standard than the previously approved Illinois Department of Public Health plan. The Park District may, in its sole discretion, hire a management company to perform such operation, management, marketing and maintenance functions, or any part thereof, as the Park District, in its sole discretion, deems necessary. During the Term, the Park District 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 Park District'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; Any person so employed shall either be considered an independent contractor or Park District employee but shall not, in any case, be considered an employee of the City.

(ix) Overseeing, managing, coordinating, and reviewing, on an annual basis, all programs, activities and use schedules for the Facilities.

1.7. Promotional Cooperation. 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.

1.8. Use of Revenues. The Park District 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 Park District revenues. The District shall keep accurate records for such revenue and its expenditures and shall provide regular access to the City, as City reasonably requests, for the purpose of reviewing and auditing the Park District's books and records relating to the revenue and expenditures of 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 Facilities;
- ii. A Reserve Capital Improvement Fund. Said Reserve Fund shall, in total, never exceed \$2,000,000.
- iii. 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, in accordance with the outstanding debt owed to the City attached hereto as **Exhibit B**, no later than ninety (90) days after the close of the Park District's fiscal year.

ARTICLE II - ADVERTISING/SIGNS/BANNERS/MARQUEE

The Park District 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 Park District 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 III - CAPITAL IMPROVEMENTS

After completion of the Project, the Park District 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, described in this Agreement, to make all such capital alterations and improvements to the Facilities as shall be reasonably necessary or appropriate in Park District's judgment, and subject to all City zoning and building code requirements, for the optimal use and conduct of the Facilities. The Park District shall have no authority to compel or commit City funds for any purpose related to the Facilities without written authorization and agreement by the City Council.

ARTICLE IV - INSURANCE AND LIABILITY

4.1 **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 4.1 through 4.3.

4.1.1 **City's Insurance.** During the Term of this Agreement, the City shall maintain commercial general liability insurance with a limit of not less than \$1 million per occurrence provided on an occurrence basis, and commercial umbrella coverage with a limit of not less than \$3,000,000 in excess and umbrella coverage. The City's current carrier or carriers, as the case may be, have been disclosed to the District. 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 [caused directly by the acts or omissions of the City only]. Such policy shall not provide any coverage for the negligence or other wrongful acts or omissions of the District, and liability assumed under an insured contract (including tort liability of another assumed in a business contract). In the event the City 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.

4.1.2 **District's Insurance.** During the Term of this Agreement, the District shall maintain commercial general liability insurance with a limit of not less

than \$1,000,000 per occurrence provided on an occurrence basis, and commercial umbrella coverage with a limit of not less than \$3,000,000 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.

4.2 **Coverage of Facilities.** The physical structures comprising the Facilities shall be considered part of the insurable interest of the Park District and shall be included on the property insurance policy or coverage otherwise procured by the Park District. At all times during the Term of this Agreement, (i) the Park District 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 Park District 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.

4.3 **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 IV 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 V - REPRESENTATIONS

5.1 **District's Representations.** The District hereby makes to the following representations:

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

5.1.2 *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.

5.1.3 *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.

5.1.4 *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.

5.2 **City's Representations.** The City hereby makes to the District the following representations:

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

5.2.2 *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.

5.3 Survival. The provisions of Articles IV, V, and VI shall survive the end of this Agreement.

ARTICLE VI - MISCELLANEOUS

6.1 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. The Parties specifically agree that this Agreement supersedes and replaces any prior agreements, contracts, by-laws, resolutions and the like regarding the Facilities (except for any Agreements or contracts which deal with the District's financial obligations to the City which are not inconsistent or contrary to this Agreement).

6.2 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.

6.3 Forum Selection. The Parties hereto agree that the State Court located in the

same County as Le Roy, Illinois, shall have jurisdiction to adjudicate any dispute between the Parties hereto which arises out of or in connection with this Agreement.

6.4 **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.

6.5 **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.

6.6 **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:

City Administrator
207 S. East Street
Le Roy, IL 61752

If to District:

District President
304 E. Washington Street
Le Roy, IL 61752

With a copy to:

Robert K. Bush
Ancel Glink, Diamond, Bush,

Governing Law and Exclusive Jurisdiction

This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois and all actions arising out of or pursuant to the terms of this Agreement shall be brought exclusively in the Circuit Court of McLean County, Illinois.

Authority of Officers

Each of the parties hereto represents and warrants that the officers executing this Agreement for and on behalf of such party are fully authorized and empowered by the governing body of such party to make, execute and deliver this Agreement for and on behalf of such party.

CITY OF LE ROY

By: Steven M. Dean
Mayor

Attest: Wick Moreland
City Clerk

LE ROY PARK DISTRICT

By: William T. O'Brien
President

Attest: Rita H. Wallace
Secretary

WARRANTY DEED
Statutory (Illinois)

MAIL TO:

.....
.....
.....

NAME & ADDRESS OF
TAXPAYER (Send Tax Notice To):

.....
.....
.....

THE GRANTOR, LE ROY COMMUNITY PARK DISTRICT, of the County of McLean, and State of Illinois, an Illinois local government entity, organized and existing by virtue of the laws of the State of Illinois, for good and valuable consideration in hand paid, does hereby CONVEY and WARRANT to the CITY OF LE ROY, of the County of McLean, and State of Illinois, an Illinois municipal corporation, and its successors in interest, the following described real estate, to-wit:

An undivided one-half interest in the following described real estate:

Block 112 in Conkling's Addition to the Town, now City, of LeRoy, McLean County, Illinois, subject to the restriction and covenant hereinafter set forth (PIN: 30-21-139-001).

Grantee covenants that it shall hold and maintain the real estate previously described herein for public park or recreational purposes; further, in the event Grantee does not hold and maintain the real estate previously described herein for the aforesaid purposes, ownership of the real estate interest previously described herein shall automatically revert to Grantor if the Grantee knowingly violates the aforesaid covenant by allowing all or any part of the interest in real estate previously described herein to be used for purposes other than park or recreational purposes.

This deed is made, executed and delivered pursuant to the authority given the aforesaid park district by the laws of the State of Illinois and pursuant to an appropriate ordinance or resolution passed by the Board of Commissioners of the aforesaid park district after having taken all actions and proceedings required by law.

In testimony whereof, the Board of Park Commissioners of LeRoy Community Park District, McLean County, Illinois, has hereunto caused the official seal of said park district to be affixed, and these presents to be signed by the presiding officer of the aforesaid Board of Commissioners of LeRoy Community Park District, McLean County, Illinois, and attested by the secretary of the aforesaid Board of Commissioners of the aforesaid park district this 20 day of FEBRUARY, 2012.

Bill O'Brien

Bill O'Brien, President of the Board of
Commissioners of LeRoy Community
Park District, McLean County, Illinois

ATTEST: (SEAL)

Rita Vollmer

Rita Vollmer, Secretary of the Board of
Commissioners of LeRoy Community
Park District, McLean County, Illinois

STATE OF ILLINOIS)
)
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public, in and for the said County and State aforesaid, DO HEREBY CERTIFY that Bill O'Brien, personally known to me to be the president, and Rita Vollmer, personally known to me to be the secretary of said park district, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such president and secretary they signed, sealed and delivered the said instrument of writing of said park district, and caused the seal of said park district to be affixed thereto, pursuant to authority given by the Board of Commissioners as their free and voluntary act, and as the free and voluntary act of said park district for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 20th day of February, 2012.

Sue Marcum
Notary Public

My commission expires on 04/04/12

IMPRESS SEAL HERE



NAME and ADDRESS OF PREPARER:
Hunt Henderson, Attorney at Law
Attny. No. - 01186256
112 East Center Street, LeRoy, Illinois 61752

McLEAN COUNTY - ILLINOIS TRANSFER STAMP
EXEMPT UNDER PROVISIONS OF PARAGRAPH b.....
SECTION 4, REAL ESTATE TRANSFER ACT
DATE
Buyer, Seller or Representative



PTAX-203

Illinois Real Estate Transfer Declaration

Please read the instructions before completing this form.
This form can be completed electronically at tax.illinois.gov/retd.

Step 1: Identify the property and sale information.

1 304 E. WASHINGTON STREET
Street address of property (or 911 address, if available)

LEROY 61752
City or village ZIP

EMPIRE
Township

2 Write the total number of parcels to be transferred. 1

3 Write the parcel identifying numbers and lot sizes or acreage.

Property Index number (PIN)	Lot size or acreage
a <u>30-21-139-001</u>	<u>264' X 266.5'</u>
b _____	<u>(approx)</u>
c _____	_____
d _____	_____

Write additional property Index numbers, lot sizes or acreage in Step 3.

4 Date of Instrument: 1 / 2 / 20 1 1
Month Year

5 Type of Instrument (Mark with an "X"):

Warranty deed
 Quit claim deed Executor deed Trustee deed
 Beneficial Interest Other (specify): _____

6 Yes No Will the property be the buyer's principal residence?

7 Yes No Was the property advertised for sale?
(i.e., media, sign, newspaper, realtor)

8 Identify the property's current and intended primary use.
Current Intended (Mark only one item per column with an "X")

- a Land/lot only
- b Residence (single-family, condominium, townhome, or duplex)
- c Mobile home residence
- d Apartment building (8 units or less) No. of units: _____
- e Apartment building (over 8 units) No. of units: _____
- f Office
- g Retail establishment
- h Commercial building (specify): _____
- i Industrial building
- j Farm
- k Other (specify): RECREATION CENTER,

Do not write in this area.
County Recorder's Office use.

County:

Date:

Doc. No.:

Vol.:

Page:

Received by:

9 Identify any significant physical changes in the property since January 1 of the previous year and write the date of the change.
Date of significant change: _____ / _____ / _____
Month Year

(Mark with an "X")

Demolition/damage Additions Major remodeling
 New construction Other (specify): _____

10 Identify only the items that apply to this sale. (Mark with an "X")

- a Fulfillment of installment contract —
year contract initiated: _____
- b Sale between related individuals or corporate affiliates
- c Transfer of less than 100 percent interest
- d Court-ordered sale
- e Sale in lieu of foreclosure
- f Condemnation
- g Short sale
- h Bank REO (real estate owned)
- i Auction sale
- j Seller/buyer is a relocation company
- k Seller/buyer is a financial institution or government agency
- l Buyer is a real estate investment trust
- m Buyer is a pension fund
- n Buyer is an adjacent property owner
- o Buyer is exercising an option to purchase
- p Trade of property (simultaneous)
- q Sale-leaseback
- r Other (specify): _____

s Homestead exemptions on most recent tax bill:

1 General/Alternative	\$	<u>0.00</u>
2 Senior Citizens	\$	<u>0.00</u>
3 Senior Citizens Assessment Freeze	\$	<u>0.00</u>

Step 2: Calculate the amount of transfer tax due.

Note: Round Lines 11 through 18 to the next highest whole dollar. If the amount on Line 11 is over \$1 million and the property's current use on Line 8 above is marked "e," "f," "g," "h," "i," or "k," complete Form PTAX-203-A, Illinois Real Estate Transfer Declaration Supplemental Form A. If you are recording a beneficial interest transfer, do not complete this step. Complete Form PTAX-203-B, Illinois Real Estate Transfer Declaration Supplemental Form B.

11 Full actual consideration	11	\$	<u>0.00</u>
12a Amount of personal property included in the purchase	12a	\$	<u>0.00</u>
12b Was the value of a mobile home included on Line 12a?	12b		<u>Yes</u> <input checked="" type="checkbox"/> <u>No</u>
13 Subtract Line 12a from Line 11. This is the net consideration for real property.	13	\$	<u>0.00</u>
14 Amount for other real property transferred to the seller (in a simultaneous exchange) as part of the full actual consideration on Line 11	14	\$	<u>0.00</u>
15 Outstanding mortgage amount to which the transferred real property remains subject	15	\$	<u>0.00</u>
16 If this transfer is exempt, use an "X" to identify the provision.	16		<input checked="" type="checkbox"/> a <input type="checkbox"/> b <input type="checkbox"/> k <input type="checkbox"/> m
17 Subtract Lines 14 and 15 from Line 13. This is the net consideration subject to transfer tax.	17	\$	<u>0.00</u>
18 Divide Line 17 by 500. Round the result to the next highest whole number (e.g., 61.002 rounds to 62).	18		<u>0.00</u>
19 Illinois tax stamps — multiply Line 18 by 0.50.	19	\$	<u>0.00</u>
20 County tax stamps — multiply Line 18 by 0.25.	20	\$	<u>0.00</u>
21 Add Lines 19 and 20. This is the total amount of transfer tax due.	21	\$	<u>0.00</u>

Step 3: Write the legal description from the deed. Write, type (minimum 10-point font required), or attach the legal description from the deed. If you prefer, submit an 8 1/2" x 11" copy of the extended legal description with this form. You may also use the space below to write additional property index numbers, lot sizes or acreage from Step 1, Line 3.

AN UNDIVIDED ONE-HALF INTEREST IN THE FOLLOWING DESCRIBED REAL ESTATE: BLOCK 112 IN CONKLING'S ADDITION TO THE TOWN, NOW CITY, OF LEROY, MCLEAN COUNTY, ILLINOIS.

Step 4: Complete the requested information.

The buyer and seller (or their agents) hereby verify that to the best of their knowledge and belief, the full actual consideration and facts stated in this declaration are true and correct. If this transaction involves any real estate located in Cook County, the buyer and seller (or their agents) hereby verify that to the best of their knowledge, the name of the buyer shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois. Any person who willfully falsifies or omits any information required in this declaration shall be guilty of a Class B misdemeanor for the first offense and a Class A misdemeanor for subsequent offenses. Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

Seller Information (Please print.)

<u>LEROY COMMUNITY PARK DISTRICT</u>		Seller's trust number (if applicable - not an SSN or FEIN)	
Seller's or trustee's name		<u>LEROY</u>	<u>IL 61752</u>
Street address (after sale)		City	State ZIP
Seller's or agent's signature		()	Ext.
		Seller's daytime phone	

Buyer Information (Please print.)

<u>CITY OF LEROY</u>		Buyer's trust number (if applicable - not an SSN or FEIN)	
Buyer's or trustee's name		<u>LEROY</u>	<u>IL 61752</u>
<u>207 S. EAST STREET</u>		City	State ZIP
Street address (after sale)		(309)	962-3031 Ext.
Buyer's or agent's signature		Buyer's daytime phone	

Mail tax bill to:

Name or company	Street address	City	State	ZIP
			<u>IL</u>	

Preparer Information (Please print.)

<u>HUNT HENDERSON, ATTY. AT LAW</u>		Preparer's file number (if applicable)	
Preparer's and company's name		<u>LEROY</u>	<u>IL 61752</u>
<u>112 E. CENTER STREET</u>		City	State ZIP
Street address		(309)	962-2791 Ext.
Preparer's signature		Preparer's daytime phone	

Preparer's e-mail address (if available)

Identify any required documents submitted with this form. (Mark with an "X") Extended legal description Form PTAX-203-A
 Itemized list of personal property Form PTAX-203-B

To be completed by the Chief County Assessment Officer	
1 County _____ Township _____ Class _____ Cook-Minor _____ Code 1 _____ Code 2 _____	3 Year prior to sale _____
2 Board of Review's final assessed value for the assessment year prior to the year of sale.	4 Does the sale involve a mobile home assessed as real estate? <input type="checkbox"/> Yes <input type="checkbox"/> No
Land _____	5 Comments
Buildings _____	
Total _____	
Illinois Department of Revenue Use	Tab number

PASSED by the City Council of the City of Le Roy, Illinois upon the motion by Mike Bailey, seconded by Monti Albert, by a roll call vote on the 18th day of November, 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

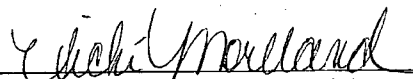
Abstain:

None

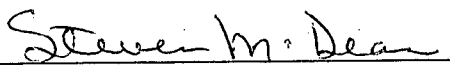
Other:

None

and deposited and filed in the office of the City Clerk in said municipality on the 18th day of November, 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 18th day of November, 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 November 18, 2013 the Corporate Authorities of such municipality passed and approved **13-11-04-20** entitled:

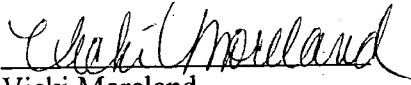
**RESTATEMENT OF INTERGOVERNMENTAL COOPERATION
AGREEMENT BETWEEN CITY OF LE ROY AND LE ROY PARK DISTRICT
FOR THE DEVELOPMENT AND USE OF THE LE ROY RECREATION
CENTER**

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

The pamphlet form of **Resolution No. 13-11-04-20**, 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 **November 18, 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 18th day of November, 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 18th day of November 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 18th day of November, 2013.


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

(SEAL)