

ORDINANCE NO. _____

Date Passed: June 13, 2016

**AN ORDINANCE FOR THE TRANSFER OF PROPERTY PURSUANT TO
THE ILLINOIS LOCAL GOVERNMENT PROPERTY TRANSFER ACT
(OLD LINCOLN SCHOOL PROPERTY)**

WHEREAS, the City of Rochelle is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1, et. seq.; and

WHEREAS, the Rochelle Community Consolidated School District #231, an Illinois School District ("School District") is the owner of the old Lincoln School located at 108 South Main Street within the City, the legal description of which is attached hereto as **Exhibit A** ("School Property"); and

WHEREAS, the City Council finds that it is necessary and convenient for the City to use, occupy and/or improve the School Property for a public purpose, within the meaning of the Illinois Local Government Property Transfer Act, 50 ILCS 605/0.01, et seq., ("Act"), and to rezone the School Property from R-5 (multi-family residential) to I-1 (light industry); and

WHEREAS, the administrations of the City and the School District have agreed on the terms of an Intergovernmental Agreement whereby the School District would convey the School Property to the City, pursuant to the provisions of the Act, subject to the approval of the City Council and Mayor and the further subject to the approval of the Board of Education of the School District, a copy of which is attached hereto as **Exhibit B**; and

WHEREAS, the City Council finds it to be in the best interest of the City for the City to enter into the Intergovernmental Agreement;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCHELLE, OGLE COUNTY, ILLINOIS, as follows:

1. The City Council and Mayor, as the corporate authorities of the City, hereby declare that it is necessary and convenient for the City to use, occupy and/or improve the School Property for a public purpose.
2. Upon approval by the Board of Education of the School District, the City Manager is authorized and directed to execute an intergovernmental agreement with the School District, providing for the conveyance of the School Property to the City, on substantially the terms set forth in the Intergovernmental

Agreement attached hereto as **Exhibit B**, and to take all steps necessary or appropriate to consummate the conveyance of the School Property to the City pursuant to the Intergovernmental Agreement.

3. Upon execution of the Intergovernmental Agreement, the City Manager is directed by this action of the City Council to take all steps necessary to amend the zoning provisions of the Rochelle Municipal Code to rezone the School Property from R-5 (multi-family residential) to I-1 (light industry), including scheduling a hearing before the Planning and Zoning Commission and, upon their taking action, placing the matter on the City Council's agenda at the earliest possible date.

This ordinance shall become effective after its passage, approval and publication as provided by law.

PASSED AND APPROVED this 13th day of June, 2016.

Ayes: _____ Nays: _____ Abstain: _____

Mayor

Attested: _____
City Clerk

ALAN H. COOPER
Cooper & Lyons
233 East Route 38, Suite 202
PO Box 194
Rochelle, IL 61068
(815) 562-2677

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EXHIBIT A
(Legal Description of Lincoln School)

PARCEL 1:

A tract in the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section 25, in Township 40 North, Range 1 East of the Third Principal Meridian, being also situated in the City of Rochelle, Ogle County, Illinois, which tract is bounded and described as follows: Commencing on the Westerly line of Main Street in said city at a point 67 feet Southeasterly from an iron stake at the intersection of the said Westerly line of Main Street with the South line of First Avenue; thence running South, 58 degrees West, 197.5 feet to a point, on the East line of the alley, 164 feet South of the South line of said First Avenue; thence South, on the said East line of the alley, 77.6 feet to the Northwesterly corner of the School Lot; thence North 58 degrees East, on the Northerly line of said School Lot, 239.5 feet to the Westerly line of said Main Street; thence Northwesterly on said Westerly line of Main Street, 65 feet to the place of beginning; situated in the Township of Flagg, the County of Ogle and the State of Illinois.

Part of the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section 25, Township 40 North, Range 1 East of the Third Principal Meridian, the point of beginning of which is described as follows: Commencing at an iron stake 33 feet South and 962 feet East of the Northwest corner of the said Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section 25, (also being the intersection of the South line of First Avenue and the Westerly line of South Main Street in the City of Rochelle, Ogle County, Illinois); thence South 32 degrees East on the said Westerly line of South Main Street 332 feet; thence South 58 degrees West 159.7 feet to the said point of beginning; thence extending Southwesterly on a projection of the last described course, 150 feet; thence Southeasterly at an angle of 88 degrees 26 minutes measured clockwise from the last described course 137.35 feet; thence Northeasterly at an angle of 91 degrees 24 minutes measured clockwise from the last described course and on a line hereinafter designated as line "A", 146.25 feet; thence Northwesterly at an angle of 90 degrees 10 minutes measured clockwise from the last described course 136.75 feet to the said point of beginning. Also, all that land lying between aforesaid line "A" and the Northerly bank of Kyte Creek; situated in the Township of Flagg, the County of Ogle and the State of Illinois.

A part of Lot Two (2) of the Assessor's Subdivision of the Northwest Quarter (1/4) of Section 25, in Township 40 North, Range 1 East of the Third Principal Meridian, in the City of Rochelle, in Ogle County, Illinois, described and bounded as follows, to-wit: Commencing at the Northeast corner of said Lot 2, at a point established; thence South, 32 degrees East, 132 feet to corner of tract to

be established; thence South 58 degrees West, 245 feet; thence South 220 feet; thence North 58 degrees East, 345 feet; thence North 32 degrees West, 200 feet to a point of beginning; situated in the Township of Flagg, the County of Ogle and the State of Illinois.

ALSO, beginning at a point at the Northeast corner of Lot 2 of the Northwest Quarter (1/4) of Section 25, Township 40 North, Range 1 East of the Third Principal Meridian, being a part of Assessor's Subdivision; thence South 32 degrees East, 332 feet; thence South 58 degrees West, 345 feet; thence South about 200 feet to the center of Kyte River; thence Northeasterly along the center of said Kyte River to the West line of Main Street; thence North 32 degrees West to the point of beginning; situated in the Township of Flagg, the County of Ogle and the State of Illinois.

EXCEPTING THEREFROM Part of the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section 25, in Township 40 North, Range 1 East of the Third Principal Meridian, Ogle County, Illinois, the point of beginning of which is described as follows: Commencing at an iron stake 33 feet South and 962 feet East of the Northwest corner of the said Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section 25 (also being the intersection of the South line of First Avenue and the Westerly line of South Main Street in the City of Rochelle); thence South 32 degrees East on the said Westerly line of South Main Street, 332 feet; thence South 58 degrees West 309.7 feet to the said point of beginning; thence continuing Southwesterly on an extension of the last described course, 55 feet; thence Southerly at an angle of 122 degrees 23 minutes measured clockwise from the last described course, 163 feet to the Northerly bank of Kyte Creek; thence Northeasterly at an angle of 57 degrees 27 minutes measured clockwise from the last described course on a line hereinafter designated as line "A", 146.3 feet; thence Northwesterly 137.35 feet to the place of beginning, also all that land lying between aforesaid line "A" and the Northerly bank of Kyte Creek; situated in the Township of Flagg, the County of Ogle and the State of Illinois.

ALSO EXCEPTING THEREFROM Part of the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section 25, Township 40 North, Range 1 East of the Third Principal Meridian, described as follows: Commencing at the intersection of the South line of First Avenue and the Westerly Right-of-Way Line of Main Street in the City of Rochelle; thence South 32 degrees 09 minutes 54 seconds East along said Westerly Right-of-Way Line, a distance of 332.00 feet to the point of beginning of the hereinafter described tract of land; thence South 57 degrees 53 minutes 40 seconds West, a distance of 159.70 feet; thence South 32 degrees 06 minutes 44 seconds East, a distance of 153.70 feet (153.75 feet deeded) to the Northerly Bank of Kyte Creek; thence North 51 degrees 38 minutes 20 seconds East along said Northerly Bank, a distance of 160.78 feet to the aforesaid

Westerly Right-of-Way Line; thence North 32 degrees 09 minutes 54 seconds West along said Westerly Right-of-Way Line, a distance of 136.18 feet (136.00 feet deeded) to the point of beginning; all situated in the City of Rochelle, the Township of Flagg, the County of Ogle and the State of Illinois.

FURTHER EXCEPTING THEREFROM Part of the Northwest Quarter (1/4) of Section 25, Township 40 North, Range 1 East of the Third Principal Meridian, City of Rochelle, Ogle County, Illinois, bounded and described as follows, to-wit: Commencing at the intersection of the North line of Lot 7 in Block 1 of Atwater's Addition to the City of Rochelle, extended Easterly to the East line of the vacated alley lying East of and adjacent to said Block 1; thence South 01 degree 32 minutes 07 seconds East along said East line a distance of 14.13 feet to the point of beginning; thence continuing South 01 degree 32 minutes 07 seconds East, along said East line, a distance of 80.27 feet; thence North 53 degrees 51 minutes 48 seconds East, a distance of 43.11 feet; thence North 33 degrees 59 minutes 35 seconds West, a distance of 66.12 feet to the point of beginning; situated in the Township of Flagg, the County of Ogle and the State of Illinois.

ALSO INCLUDING Part of the Northwest Quarter (1/4) of Section 25, Township 40 North, Range 1 East of the Third Principal Meridian, City of Rochelle, Ogle County, Illinois, bounded and described as follows, to-wit: Beginning at the intersection of the North line of Lot 7 in Block 1 of Atwater's Addition to the City of Rochelle, extended Easterly to the East line of the vacated alley lying East of and adjacent to said Block 1; thence South 01 degrees 32 minutes 07 seconds East, along said East line, a distance of 14.13 feet; thence North 33 degrees 59 minutes 35 seconds West, a distance of 16.74 feet to a point on the North line of said Lot 7, extended Easterly; thence North 88 degrees 27 minutes 48 seconds East, along said extended line, a distance of 8.99 feet to the point of beginning; situated in the Township of Flagg, the County of Ogle and the State of Illinois.

Part of the Northwest Quarter (1/4) of Section 25, Township 40 North, Range 1 East of the Third Principal Meridian, City of Rochelle, Ogle County, Illinois, bounded and described as follows, to-wit: Commencing at the intersection of the North line of Lot 7 in Block 1 of Atwater's Addition to the City of Rochelle, extended Easterly to the East line of the vacated alley lying East of and adjacent to said Block 1; thence South 01 degrees 32 minutes 07 seconds East along said East line, a distance of 14.13 feet; thence South 01 degree 32 minutes 07 seconds East, along said East line, a distance of 80.27 feet; thence North 53 degrees 51 minutes 48 seconds East, a distance of 43.11 feet to the point of beginning; thence continuing North 53 degrees 51 minutes 48 seconds East, a distance of 11.89 feet; thence South 37 degrees 42 minutes 12 seconds East, a distance of 168.00 feet to a point on the centerline of Kyte Creek; thence South 59 degrees 28 minutes 48 seconds West, along said centerline, a distance of 22.79 feet; thence North 33 degrees 59 minutes 35 seconds West, a distance of 165.82 feet to the point of

beginning; situated in the Township of Flagg, the County of Ogle and the State of Illinois.

EXCEPTING THEREFROM Part of the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section 25, Township 40 North, Range 1 East of the Third Principal Meridian, Ogle County, Illinois, described as follows: Commencing at a point 33 feet South and 962 feet East of the Northwest corner of the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of said Section 25 (being the intersection of the South line of First Avenue with the Westerly line of South Main Street in the City of Rochelle); thence Southeasterly along the Westerly line of South Main Street, a distance of 67 feet to the place of beginning of the tract herein described; thence South 56 degrees 58 minutes 40 seconds West along the Southerly line of said premises conveyed a distance of 1.76 feet; thence South 28 degrees 41 minutes 36 seconds East, a distance of 41.43 feet; thence South 33 degrees 27 minutes 25 seconds East, a distance of 175.67 feet; thence South 34 degrees 19 minutes 02 seconds East, a distance of 9.00 feet to the Westerly line of South Main Street; thence Northwesterly along the Westerly line of South Main Street, a distance of 226 feet to the place of beginning; situated in the Township of Flagg, the County of Ogle and the State of Illinois.

PARCEL 2:

Part of the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section 25, in Township 40 North, Range 1 East of the 3rd P.M., described as follows: Beginning at an iron stake 33 feet South and 962 feet East of the Northwest corner of the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of said Section 25 (being the intersection of the South line of First Avenue with the Westerly line of Main Street in the City of Rochelle) for a point of beginning and running thence South 32 degrees East along the Westerly line of Main Street, 67 feet to the Northeast corner of Lot conveyed to George Carey and Rebecca Elizabeth Carey by deed dated July 29, 1918 and recorded in Book 132 of deeds, page 276 in the Recorder's Office of Ogle County, Illinois (said point being 20 feet Northwesterly along Main Street from the Northeast corner of the original lot conveyed to Rebecca Elizabeth Carey by deed dated February 18, 1910, recorded in Book 124 of Deeds page 470; thence South 58 degrees West along the Northerly line of said Carey Lot, 203 feet to the East line of the alley in Atwater's Subdivision as shown by the Plat recorded in Book A of Plats, page 312, in the Recorder's Office of Ogle County, Illinois; thence North along the East side of said alley, 164 feet to an iron stake in the South line of First Avenue in the City Rochelle; thence East along the South line of First Avenue, aforesaid, 129.55 feet to the place of beginning; EXCEPTING THEREFROM that part described as follows: Beginning at a point 33 feet South and 962 feet East of the Northwest

corner of the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of said section 25 (being the intersection of the South line of First Avenue with the Westerly line of South Main Street in the City of Rochelle); thence South 89 degrees 50 minutes 54 seconds West along the South line of First Avenue, a distance of 40.19 feet; thence South 69 degrees 08 minutes 35 seconds East, a distance of 41.73 feet; thence South 54 degrees 53 minutes 22 seconds East, a distance of 15.15 feet; thence South 38 degrees 34 minutes 30 seconds East, a distance of 22.42 feet; thence South 28 degrees 41 minutes 36 seconds East, a distance of 18.78 feet to the Southerly line; thence North 56 degrees 58 minutes 40 seconds East along said Southerly line, a distance of 1.76 feet to the Westerly line of South Main Street; thence Northwesterly along the Westerly line of South Main Street, a distance of 67 feet to the point of beginning; situated in the Township of Flagg, the County of Ogle and State of Illinois.

EXHIBIT B
(Intergovernmental Agreement)

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
ROCHELLE AND ROCHELLE COMMUNITY CONSOLIDATED SCHOOL
DISTRICT #231 (OLD LINCOLN SCHOOL)**

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This Intergovernmental Agreement ("Agreement") entered into as of the 15th day of June, 2016 between THE CITY OF ROCHELLE, an Illinois municipal corporation with its offices at 420 North 6th Street, Rochelle, Illinois 61068 ("the City"), and ROCHELLE COMMUNITY CONSOLIDATED SCHOOL DISTRICT #231, an Illinois School District, with its offices at 444 North 8th Street, Rochelle, Illinois 61068 ("the School District"):

WITNESSETH

THAT WHEREAS, the parties, pursuant to Article VII, section 10 of the Illinois Constitution, and the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, have the authority to exercise their powers jointly and in cooperation with each other, and to contract with each other; and

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WHEREAS, pursuant to the Illinois Local Government Property Transfer Act, 50 ILCS 605/0/01 *et seq.*, ("the Act"), the parties have the power to enter into a transaction whereby the School District may transfer to the City certain real estate owned by the School District, provided that the requirements of the Act are met; and

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WHEREAS, the School District owns, without restriction, certain real estate located at 108 South Main Street, Rochelle, Ogle County, Illinois, improved with a building commonly known as "old Lincoln School", and legally described as shown in Exhibit A attached hereto ("the School Property"); and

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WHEREAS, the School Property is wholly within the corporate limits of the City; and

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WHEREAS, the corporate authorities of the City have, by Ordinance # 16-____, adopted on June 13, 2016, declared that it is necessary and convenient for the City to use, occupy and improve the School Property for a public purpose; and

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WHEREAS, the Board of Education of the School District, being its governing body, has, on June 14, 2016, adopted a resolution by a vote of two-thirds (2/3) of the members of the Board of Education of the School District then holding office, authorizing the appropriate officers of the School District (as the transferor municipality under the Act) to sign, attest, seal and deliver an instrument of conveyance for the purpose of conveying the School Property to

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the City (as the transferee municipality under the Act), on the terms agreed upon between the corporate authorities of the School District and the City; and

WHEREAS, said resolution was duly recorded in the office of the Ogle County Recorder, as document # _____; and

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NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

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1. Conveyance of the School District Property. The School District agrees to convey the School Property to the City, together with all improvements, appurtenances, fixtures, trade fixtures, machinery systems, equipment and personal property owned by the School District attached or appurtenant to, located on or used in connection with, the improvements on the School Property; provided, however, that the School District shall remove the temporary classrooms located on the School Property prior to conveying the School Property to the City.

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2. Purchase Price. The purchase price for the School Property shall be \$1.00.

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3. Consent to Rezoning. The School District hereby consents to the City rezoning the School Property from its current zoning of R-5 (multi-family residential) to I-1 (light industry) prior to closing and waives any further notice requirements for such rezoning.

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4. Closing. On or before July 29, 2016, unless further extended by agreement of the parties, a closing shall be held at the offices of Kenzley Title Group in Rochelle, Illinois.

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At the closing, the School District shall:

(a) execute and deliver to the City an instrument of conveyance in the form of a warranty deed, conveying the School Property to the City, free and clear of liens, claims and encumbrances, except the following permitted exceptions:

(1) title to that part of the School Property that may be within the bounds of any road, highway, street or alley;

(2) ditches, drainage tiles, feeders and laterals, if any;

(3) rights of the United States of America, State of Illinois, the City and the public in and to that part of the School Property lying within the bed of the Kyte Creek; and the rights of other owners of land bordering on the creek in respect to the unobstructed flow of said creek.,

(b) execute and deliver such other documents as may be requested by the title company in order to close the transaction.

At the closing, the City shall:

(a) execute and deliver such documents as may be requested by the title company in order to close the transaction;

(b) pay all closing costs and title insurance fees.

(c) pay the purchase price to the School District.

5. Indemnification for Certain Environmental Liabilities. The School District represents and warrants that, to the best of its knowledge, the Property has not ever been used or operated by any other party for the storage, use, treatment, manufacture or disposal of any Hazardous Materials. The term "Hazardous Materials" means and refers to any "hazardous waste" or "hazardous substance," as such terms are set forth in, under or pursuant to the Environmental Laws and Regulations, oil or petroleum products or their derivatives, polychlorinated biphenyls, asbestos, radioactive materials or waste, and any other toxic, ignitable, reactive, corrosive, explosive, contaminating or polluting materials which are now or in the future subject to governmental regulation, provided, however, that the School District is aware of the contents of the Phase I Environmental Assessment Report dated January 2013, prepared for the School District by KantorLee, LLC, of DeKalb, Illinois, a copy of which has been provided to the City.

"Environmental Laws and Regulations" means any federal, state or local laws, ordinances or regulations now or hereafter in effect relating to pollution or protection of the environment or emissions, discharges, spills, releases or threatened releases of any Hazardous Substance into the environment (including without limitation indoor air, ambient air, surface water, ground water or Parcels), including without limitation, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., as amended, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 et seq., as amended, the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 et seq., as amended, the Clean Water Act, 33 U.S.C. §§ 1251 et seq., as amended,

the Clean Air Act, 42 U.S.C. §§ 7401 et seq., as amended, the Toxic Substance Control Act, 15 U.S.C. §§ 2601 et seq., as amended, and any rules and regulations now or hereafter promulgated under any of such acts.

The School District shall indemnify the City from any and all claims asserted against the City for liabilities based on allegations which, if true, would prove that the foregoing representations were not true in whole or in part, and that the foregoing warranty has accordingly been breached. Aside from the foregoing, the School District makes no further representations regarding the condition of the Property and the City accepts the Property in "AS IS" condition with all faults, including, but not limited to all broken windows and other unrepaired damage to the Property caused by vandalism in or about the year 2013.

6. City's Contingencies. The City's obligations under this Agreement are contingent upon: (i) the City's ability, prior to the closing, to enter into a contract with a third party for the sale of the School Property, on terms satisfactory to the City; (ii) the waiver by said third party of any contingencies to its obligation to close on its purchase of the School Property from the City; and (iii) the receipt of a Phase I Environmental Study certified to the City, which is satisfactory to the City in its sole discretion. The City shall be responsible for the certification of the Phase I Environmental Study, including all associated costs. The City represents that it will not receive any net economic compensation from the sale of the School Property to a third party.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

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THE CITY OF ROCHELLE,
an Illinois municipal corporation

ROCHELLE COMMUNITY
CONSOLIDATED SCHOOL DISTRICT
#231, an Illinois School District

BY: _____
City Manager

BY: _____

ATTEST: _____
City Clerk

ATTEST: _____

ALAN H. COOPER
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Attorney for the City

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(312) 332-7760
Attorneys for the School District

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