

**CITY OF MONTICELLO, ILLINOIS
ORDINANCE 2023-56**

**ORDINANCE REQUESTING THE TRANSFER OF CERTAIN REAL PROPERTY
FROM
THE BOARD OF EDUCATION OF
MONTICELLO COMMUNITY UNIT SCHOOL DISTRICT 25
PURSUANT TO THE LOCAL GOVERNMENT PROPERTY TRANSFER ACT**

**ADOPTED BY THE
MAYOR AND CITY COUNCIL
23RD DAY OF OCTOBER, 2023**

Published in pamphlet form
by authority of the Mayor
and City Council of the City of Monticello,
Piatt County, Illinois
This 24th day of October, 2023

**CITY OF MONTICELLO, ILLINOIS
ORDINANCE 2023-56**

**ORDINANCE REQUESTING THE TRANSFER OF CERTAIN REAL PROPERTY
FROM
THE BOARD OF EDUCATION OF
MONTICELLO COMMUNITY UNIT SCHOOL DISTRICT 25
PURSUANT TO THE LOCAL GOVERNMENT PROPERTY TRANSFER ACT**

WHEREAS, the Corporate Authorities of the City of Monticello (the “City”) have determined that it is necessary and convenient for it to use, occupy, and improve certain real property owned by the Board of Education of Monticello Community Unit School District 25 located within the City of Monticello as legally described in the attached Exhibit A (the “School District Parcel”); and

WHEREAS, the Corporate Authorities of the City desire that the Board of Education convey the School District Parcel to the City, pursuant to the authority conferred by the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.* and pursuant to the terms of the Intergovernmental Agreement negotiated by the parties that is attached hereto as Exhibit B; and

WHEREAS, in accordance with the Intergovernmental Agreement, the City is willing to pay the School District compensation of \$18,270.00 in exchange for the School District Parcel; and

WHEREAS, the Corporate Authorities of the City desire to have the School District Parcel transferred by Warranty Deed according to the terms and conditions of the Intergovernmental Agreement attached hereto as Exhibit B.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Monticello, Piatt County, Illinois, as follows:

Section 1: The foregoing recitals are hereby incorporated herein as findings of the Corporate Authorities of the City.

Section 2: The City hereby approves the Intergovernmental Agreement attached hereto as Exhibit B and further declares the necessity and convenience for the City to use, occupy, and improve the School District Parcel to be acquired in exchange for a payment by the City to the School District of \$18,270.00 and such other good and valuable consideration as provided in the Intergovernmental Agreement.

Section 3. This Ordinance shall be in full force and effect upon its presentation, passage and publication according to law.

Section 4. This Ordinance and every provision thereof shall be considered severable and the invalidity of any section clause, paragraph, sentence or provision of this Ordinance will not affect the validity of any other portion of this Ordinance.

Section 5. All ordinances, resolutions, motions, or orders in conflict herewith shall be, and the same hereby are, repealed to the extent of such conflict.

Section 6. This Ordinance shall be in full force and effect after its passage and approval as provided by law.

Passed by the City Council of the City of Monticello, Piatt County, this 23rd day of October, 2023,

by the following roll-call vote:

AYES:

NAYS:

ABSENT:

Jill Potts, City Clerk
City of Monticello, Piatt County, Illinois

Approved by the Mayor of the City of Monticello this 23rd day of October, 2023.

Larry Stoner, Mayor

ATTEST:

Jill Potts, City Clerk

City of Monticello, Piatt County, Illinois

EXHIBIT A
LEGAL DESCRIPTION

DESCRIPTION OF RIGHT OF WAY FOR DEED

Board of Education of Monticello Community School Unit District No. 25
P.I.N. No. 05-00-54-001-319-00

Part of Lots 8 and 9 of Industrial Park Number One, as shown by a plat recorded in Plat Book 5 at Page 112 in the recorder's Office of Piatt County, Illinois, said Industrial Park Number One being a subdivision of Lot 1 in the Southeast Quarter of Section 13, Township 18 North, Range 5 East of the Third Principal Meridian, as shown by a plat recorded in Plat Book 2 at page 69 of the records of Piatt County, Illinois, described as follows:

Commencing at a set Iron Pin/Cap at the northeast corner of Lot 8 in Industrial Park Number One; thence South 00 degrees 15 minutes 05 seconds West on the east line of Lot 8, a distance of 133.35 feet to the Point of Beginning for proposed right of way.

From said Point of Beginning, thence continue South 00 degrees 15 minutes 05 seconds West on the east line of Lot 8, a distance of 76.66 feet to a found pipe at the southeast corner of Lot 8; thence South 89 degrees 45 minutes 21 seconds West on the south line of Lot 8, a distance of 568.04 feet to a found iron pin; thence North 00 degrees 10 minutes 09 seconds East, 76.04 feet; thence South 45 degrees 14 minutes 39 seconds East, 43.89 feet; thence North 89 degrees 45 minutes 21 seconds East, 505.46 feet; thence North 44 degrees 45 minutes 21 seconds East, 44.78 feet to the Point of Beginning, containing 0.609 acres or 26545 square feet, more or less.

The said Real Estate being also shown by the plat hereto attached and made a part hereof.

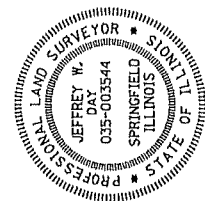
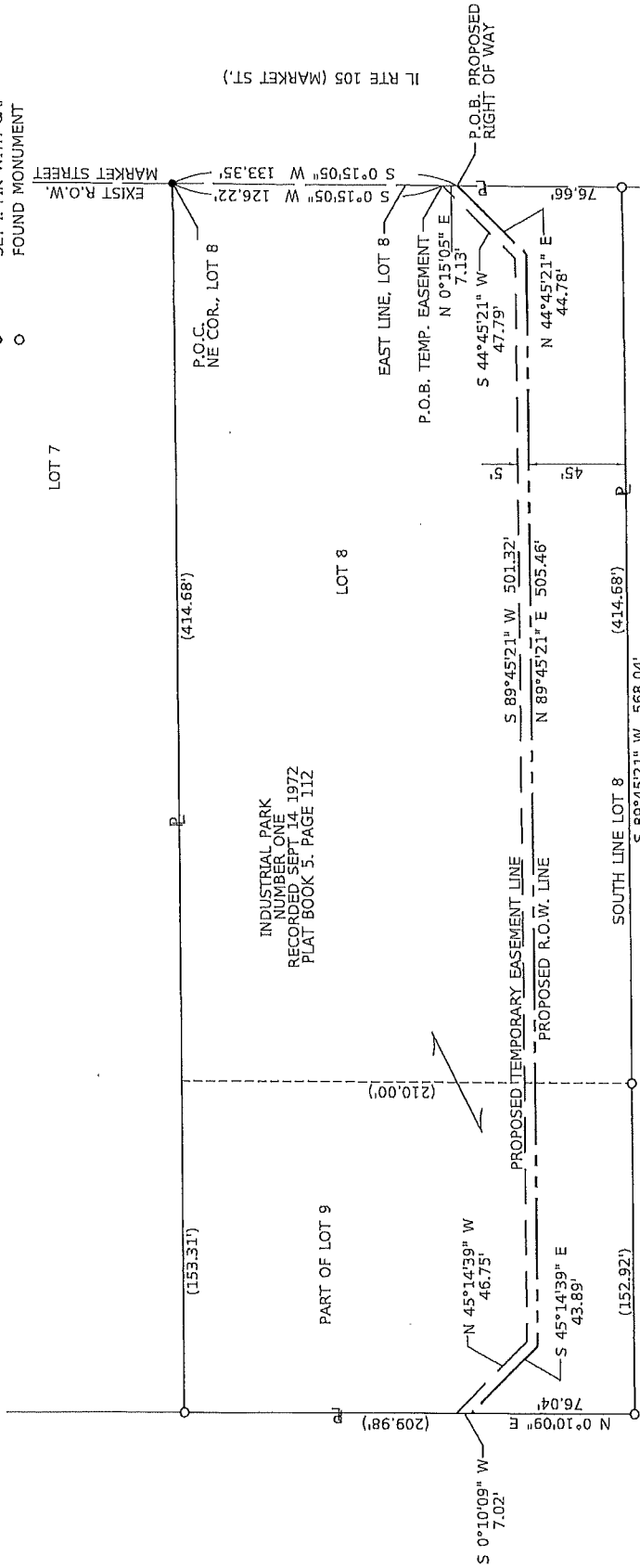
Bearings and distances are based on the Illinois State Plane Coordinate System NAD83 (2011) - East Zone.

NOTES:

BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD 83(2011ADJ) - EAST ZONE

LEGEND:

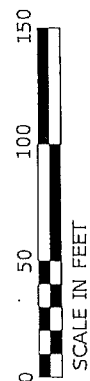
- PROPOSED RIGHT OF WAY
- PROPOSED TEMPORARY BASEMENT LINE
- EXISTING RIGHT OF WAY
- PROPERTY LINE
- SECTION LINE
- SET I. PIN WITH CAP
- FOUND MONUMENT



I, JEFFREY W. DAY, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY STATE THAT I HAVE HAD THE FOREGOING R.O.W. PLAT PREPARED UNDER MY DIRECTION.
 DATE 10-16-2023 SIGNED Jeffrey W. Day
 JEFFREY W. DAY

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3544
 THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

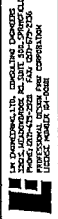
BOARD OF EDUCATION OF
 MONTICELLO COMMUNITY
 SCHOOL DISTRICT NO. 25
 PIN NO. 05-00-54-001-319-00
 TOTAL HOLDING = 2.741 AC. ±
 RIGHT OF WAY TAKE = 0.609 AC. ±
 AREA REMAINING = 2.132 AC. ±
 TEMPORARY EASEMENT = 0.068 AC. ±



SECTION 13
 T. 18N. R. 05E. OF 3RD P.M.
 SCALE: 1"=50'

CITY OF MONTICELLO
 RIGHT-OF-WAY PLAT

DESIGNED - JWD	REVISION
DRAWN - DLS	REVISION
CHECKED - JWD	REVISION
DATE - 10/16/2023	REVISION



DATE MADE - 10/16/2023
 PLAT SCALE - 1"=50'
 PLAT DATE - 10/16/2023

DESIGNED - JWD
 DRAWN - DLS
 CHECKED - JWD
 DATE - 10/16/2023

SECTION 13
 T. 18N. R. 05E. OF 3RD P.M.
 SCALE: 1"=50'

CITY OF MONTICELLO
 RIGHT-OF-WAY PLAT

COUNTY PLATT	PROJECT #
SHEET NO. 3	OF 1 SHEETS

EXHIBIT B
INERGOVERNMENTAL AGREEMENT

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT, entered into pursuant to the Local Government Property Transfer Act, 50 ILCS 605/1, *et seq.*, on _____, 2023, between the Board of Education of Monticello Community Unit School District No. 25, Monticello, Illinois, an Illinois public school district (hereinafter “School District” or “Seller”), and the City Council of the City of Monticello, a unit of local government (hereinafter “City” or “Buyer”);

WITNESSETH :

WHEREAS, School District is the owner of a tract of real estate, commonly known as 1042 S. Market Street, Monticello, Illinois 61856, PIN No. 05-00-54-001-319-00; and

WHEREAS, the Board of Education of the School District has determined that a portion of 1042 S. Market Street, as shown on the right-of-way Plat attached hereto as Exhibit A and incorporated herein by reference (hereinafter “said real estate”) (*legal description on District’s title to govern*), is unnecessary for the uses of the School District, and the Board of Education is willing to transfer the same to the City, and has adopted a Resolution to that effect; and

WHEREAS, the City desires to acquire said portion of said real estate, and has adopted an Ordinance declaring that it is necessary or convenient for it to use, occupy or improve the District’s real estate in the making of a public improvement or for a public purpose; and

WHEREAS, the School District is authorized by the Local Governmental Property Transfer Act 50 ILCS 605/1 *et seq.*, to convey real estate to the City without using the public sale provisions of the School Code; and

WHEREAS, the parties have agreed upon mutually agreeable terms and conditions relating to the transfer of said real estate, and the parties wish to reflect their agreement in writing;

NOW, THEREFORE, in consideration of the premises, which are hereby incorporated hereinafter by reference, and the agreements, covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The parties hereby find that all of the recitals contained in the preambles to this Agreement are full, true and correct and do incorporate them into this Agreement by this reference.

2. **Mutual Covenants.** The School District does hereby agree to transfer and convey to the City the above-described real estate, together with all improvements thereon and the appurtenances and fixtures thereto belonging upon the terms set forth in this Agreement.

3. **Transfer of Title.** Transfer of title shall be by recordable Warranty Deed, sufficient in form to convey said real estate to the City.

4. **Purchase Price.** Buyer hereby agrees to pay to Seller for the said real estate the total purchase price of Eighteen Thousand Two Hundred Seventy and no/100 Dollars (\$18,270.00), payable as follows, to-wit:

- a) Earnest deposit, receipt of which is hereby acknowledged by Seller (waived).....\$0.00
 - b) Balance to be paid to Seller at closing in cash, or by cashier's check or other form of payment acceptable to Seller\$18,270.00
- TOTAL\$18,270.00

5. **Condition of Premises.** The City has inspected said real estate and the improvements located thereon, and accept the same in their present “As Is” condition. **THE SCHOOL DISTRICT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF FITNESS FOR PURPOSE AND HABITABILITY, AND SELLS THE REAL ESTATE AND IMPROVEMENTS IN “AS IS” CONDITION.**

6. **Fixtures and Personal Property.** (a) The following fixtures and/or property located upon said real estate are NOT included in this Agreement and may be removed by School District prior to the closing of this transaction, to-wit: NONE

(b) The following items of personal property are included in this Agreement and shall remain upon said real estate in their “As Is” condition, to-wit: NONE

7. **Evidence of Title.** (a) The City, at its sole cost, may acquire a Title Insurance Commitment and Policy, issued by a title insurance company regularly doing business in Piatt County, Illinois, for said real estate, insuring merchantable title to said real estate in the City. The Commitment and Policy shall be in an amount deemed appropriate by the City.

(b) Permissible exceptions to title shall include only the lien of current general taxes; easements, apparent or of record which do not interfere with quiet enjoyment or the present use of the real estate; zoning laws and building improvements, if any; covenants and restrictions of record which are not violated by the present use of said real estate or the transferee’s intended use; rights of the public, the State, the County, and the City in and to any part of said real estate, used or dedicated for roads or highways; rights of underground pipes; rights of any drainage district of which the property is part to assess the property from time to time; mineral resources, metals, ores, sand, gravel, rock and aggregate previously conveyed or leased; existing mortgages, if any, which shall be removed by the School District at or prior to

closing; and other standard exceptions customarily included in title insurance policies issued in the county within which said real estate is located.

(c) The City shall point out in writing, within a reasonable time after receipt of the evidence of title, and prior to closing, any objection it may have thereto, and unless so pointed out, the evidence of title shall be presumed conclusively to be accepted. The School District shall have a reasonable time to cure any objection interfering with or impairing the merchantability of the title to said real estate; but if it is unable to cure any such objection and the City, at its sole expense, is unable to procure a title policy insuring over the same, then the City shall have the option of terminating this Agreement, or accepting said real estate with knowledge of the existence of such exception and without any compensation with respect thereto from the School District.

8. **Survey.** The precise boundaries of said real estate shall be set by a survey approved by the parties. The Survey shall be made and recorded at the City's cost.

9. **Possession and Closing.** Unless otherwise agreed between the parties, the School District shall deliver its Warranty Deed, transfer fee and possession of said real estate to the City concurrently with the closing of this transaction, which shall be held on or before December 31, 2023, or at such other time and place as the parties hereto mutually agree.

10. **Taxes and Assessments.** The parties acknowledge that the School District is exempt, pursuant to Section 15/40 of the Illinois Revenue Code, 35 ILCS 200/15-40, from paying real estate taxes. If real estate taxes are assessed for periods after the date of closing, the same shall be assumed and paid by the City to the extent it is subject to real estate taxes.

11. **Underground Storage Tank.** The School District warrants that to the best of its knowledge, information and belief, there are no underground storage tanks of any kind located upon said real estate.

12. **Termite Inspection.** *(waived)*

13. **Notices.** All communications and notices required by this agreement to be served upon either party shall be made in writing and shall be delivered or sent by United States Mail, certified postage prepaid, to the following addresses:

To the School District:
Mr. Adam Clapp, Supt
Monticello CUSD No. 25
2 Sage Drive
Monticello, IL 61856

To the City:
Mr. Larry Stoner, Mayor
City of Monticello
210 N. Hamilton
Monticello, IL 61856

With copies mailed to:
Luke M. Feeney
Miller, Tracy, Braun, Funk &
& Miller, Ltd.
P.O. Box 80
Monticello, IL 61856
Email: lfeeney@millertracy.com

Any notice required by this agreement to be served upon either party shall be effective when actually received by the party upon which service is to be made or when mailed by certified mail, return receipt requested to such party.

14. **Time Of The Essence.** Time for performance of the obligations of the parties is of the essence of this Agreement.

15. **Succession of Obligations.** All terms of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective agents, representatives, officers, assigns, successors and transferees. All warranties and agreements contained herein shall survive closing and remain binding on the parties.

16. **Counterparts.** This Agreement may be executed in counterparts, and any party hereto may sign any counterpart. This Agreement shall be effective when each party hereto has signed a counterpart, and a set of counterparts bearing the signature of each party hereto shall constitute the Agreement as fully as if all of the parties shall have signed a single document.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year appearing opposite their signatures below.

**MONTICELLO COMMUNITY UNIT
SCHOOL DISTRICT NO. 25**

Date: _____

By: _____
Adam Clapp, Superintendent

ATTEST:

Secretary, Board of Education

**CITY COUNCIL,
CITY OF MONTICELLO,
PIATT COUNTY, ILLINOIS**

Date: _____

By: _____
Larry Stoner, Mayor

ATTEST:

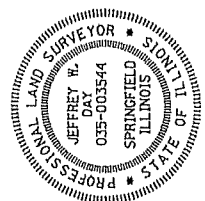
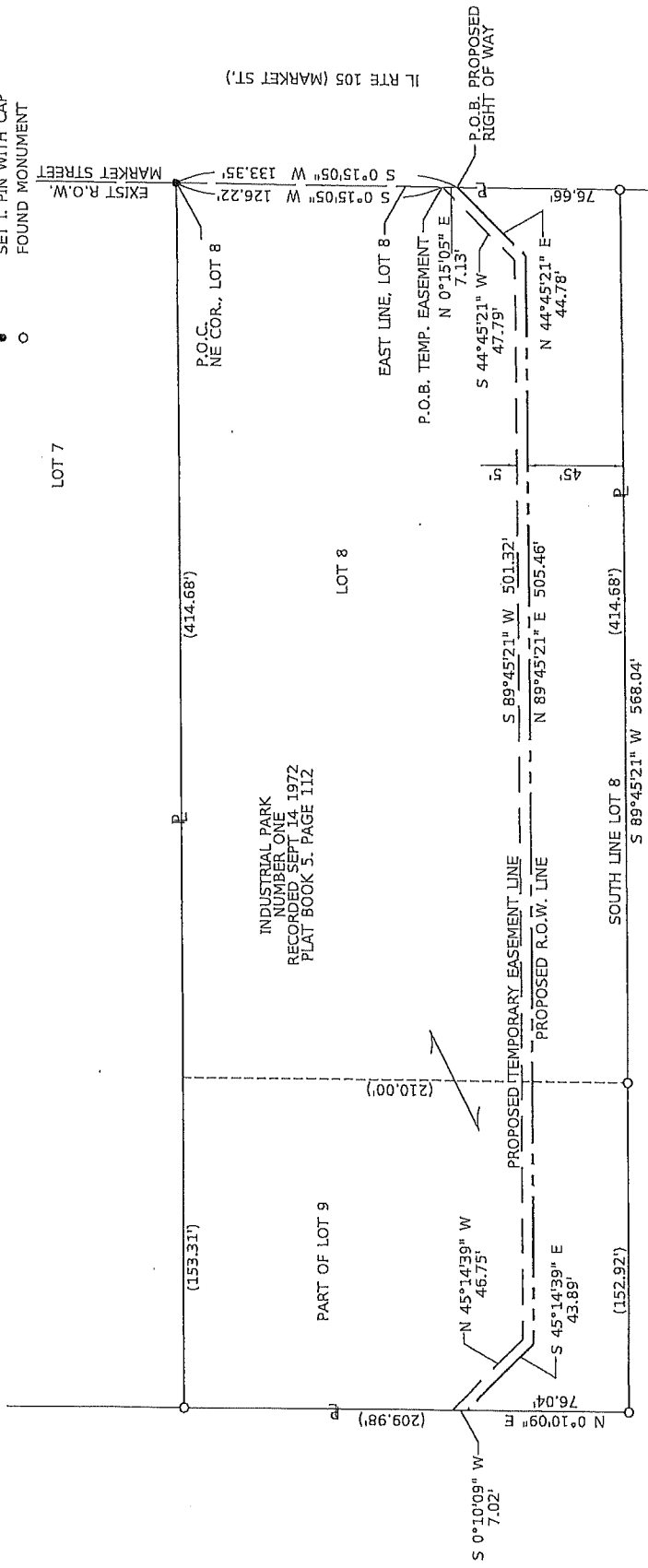
CITY CLERK

NOTES:

BEARINGS ARE BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, NAD 83(2011ADJ) - EAST ZONE

LEGEND

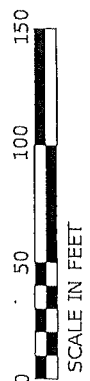
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BOARD OF EDUCATION OF
MONTICELLO COMMUNITY
SCHOOL DISTRICT NO. 25

PIN NO. 05-00-54-001-319-00

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RIGHT OF WAY TAKE	=	0.609 AC. ±
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 DATE 10-16-2023 SIGNED Jeffrey W. Day
 JEFFREY W. DAY

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3544
 THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

SECTION 13	COUNTY PART
T 18N, R 05E OF 3RD P.M.	PROJECT#
SCALE: 1"=50'	SHEET NO. 3 OF 1 SHEETS
CITY OF MONTICELLO	LICENSE EXPIRES NOVEMBER 2024
RIGHT-OF-WAY PLAT	
REVISIONS:	
NO. DATE BY	REVISION
1 10/16/23 JWD	ISSUED
2 10/16/23 JWD	REVISED
3 10/16/23 JWD	REVISED
4 10/16/23 JWD	REVISED
5 10/16/23 JWD	REVISED
6 10/16/23 JWD	REVISED
7 10/16/23 JWD	REVISED
8 10/16/23 JWD	REVISED
9 10/16/23 JWD	REVISED
10 10/16/23 JWD	REVISED