

**INTERGOVERNMENTAL AGREEMENT CONCERNING THE ACQUISITION, DEVELOPMENT, OWNERSHIP,
OCCUPATION AND OPERATION OF A JOINT-USE PUBLIC FACILITY AT ROCHESTER, ILLINOIS**

WHEREAS, the Rochester Public Library District, a municipal corporation established and existing under the laws of the State of Illinois and encompassing the entire area of the Village of Rochester and other contiguous areas in Sangamon County, and the need of public library facility including a building and adequate parking space;

WHEREAS, the Village of Rochester, a municipal corporation in Sangamon County, Illinois (hereinafter "the Village") is in need of a larger building with adjacent parking area to the house the various office and meeting rooms for the conducting of village affairs, and the present site of the village hall has inadequate ground space for expansion and has no parking area except for a public street which is totally inadequate and unsatisfactory;

WHEREAS, Daniel L. Ryan, Bishop of the Diocese of Springfield, Illinois, is the owner of certain unimproved real property in Rochester Township which is located within the corporate boundaries of the Library District and immediately contiguous to the corporate limits of the Village, which has been offered for sale to one or more public bodies for development of a public building;

WHEREAS, neither the Village nor the Library District has the financial capability to purchase, develop, and construct such a public building on their own, and they both have, in public meetings, discussed and taken tentative action to authorize more formal negotiations to pursue a joint project for the acquisition, development, ownership, and operations of a joint-use public building to serve both as the village hall and as a public library;

WHEREAS, Section 10 of Article VII of the 1970 Illinois Constitution, and the Illinois "Intergovernmental Cooperation ACT" (5 ILCS 220/1 et seq. (1992)), authorize local governing bodies to cooperate in the performance of their responsibilities by contracts and other agreements;

WHEREAS, the citizens and taxpayers of both the Library District and the Village will benefit by the acquisition, development, and operation if a joint-use public building by virtue of the efficiencies and economies gained by the construction of a single building and parking lot, the extension of utilities and streets to one site, and the shared operation, maintenance, and repair costs.

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein and the reciprocal benefits to be derived therefrom, the Village of Rochester and the Rochester Public Library District agree as follows:

1. DEFINITIONS.

- (a) "Village" means the Village of Rochester in Sangamon County, Illinois.
- (b) "Library District" means the Rochester Public Library District in Sangamon County, Illinois
- (c) "Site" means the unimproved real property legally described in the attached Exhibit A which is incorporated herein by this reference, and contemplated to be acquired by the Library

District for construction of the joint-use public building. "Site" referenced herein shall also include subsequent improvements constructed on the real property.

- (d) "Building", "Parking Lot", and other terms referring to improvements commonly constructed in connection with a non-residential building mean those improvements contemplated to be constructed on the Site.
- (e) "Facility" shall mean the building and appurtenances thereto to be constructed on the Site by the Village and the Library District.
- (f) "Common Area" means the Building's lobby, public restrooms, community meeting room, kitchenette and storage room comprising 3145 square feet as shown on the Preliminary Floor Plane prepared by Crawford, Murphy & Tilly, Inc. dated June 22, 1994, said Plan being attached hereto as Exhibit B and incorporated herein by this reference.

2. **GENERAL INTENT.** As set forth in the prefatory paragraphs, both the Village and the Library District are in need of a building, meeting rooms, and adequate ancillary parking. Neither has the financial resources to purchase or construct the needed facility on their own, but have concluded that by joining forces and pooling resources, coupled with the efficiencies and economies of the constructing one building and providing such services as water, sewer, street and parking lots, they can acquire the needed improvements, and such a project is in the best interests of the citizens and taxpayers.

3. **FINANCIALS.** (a) The Library District is the recipient of the library construction grant of up to \$250,000 from the State of Illinois, which shall be used for the acquisition of the contribution of the Library District. The Village shall contribute an amount equal to certain water and sewer system improvements (currently estimated to be \$250,000), plus \$100,000 from its reserves, as the initial contribution of the Village. In addition, since the revenues of the Library District are more modest amount than those of the Village and the Village has a greater ability to borrow, the Village will incur indebtedness in the amount not to exceed \$850,000 (the "Indebtedness") for the balance of the necessary construction funds as specified in Exhibit C attached hereto and incorporated herein by this reference. Each party shall be responsible for that portion of the Indebtedness represented by the pro rata share of actual expenses based upon the allocation specified in Exhibit C, reduced by the respective initial contribution of parties.

(b) The construction of the Site and Facility shall not exceed \$1,250,000.00, and will be divided between the Village and the Library District according to estimated amounts or percentages as set forth in Exhibit C, and which may be amended by agreement of the Village and the Library Districts.

(c) The Village and the Library District will each provide and be responsible for the cost of their own office fixture and furniture.

(d) Capital payments shall be made to the Village by the Library District for the term of the Indebtedness in an amount equal to the required principal and interest payments for which the Library District is responsible pursuant to such terms of such Indebtedness. The Library District agrees that it will provide funds for the required capital payments by the annual certification and apportionments of costs and, and by ordinance, certify the amounts annual during the term

of the Indebtedness and such ordinance shall be irrevocable by the Library District. The payments shall be made by the Library District at least five (5) business days prior to the date such payment is due as is required under the terms of Indebtedness. The Library District shall execute such agreements as may be legally permissible with respect to the dedication of such annual tax monies as may be necessary or helpful for the Village with respect to the Indebtedness.

(e) It is understood and agreed that as construction progresses that certain change order is for the specific use party and if any such change order is specific use of either party that the increase or decrease in the cost resulting therefrom shall be the responsibility of the party requiring the change order.

(f) The expenses of all durable furnishings and fixtures and nondurable goods of each respective part of the Building shall be borne solely by the party for which such furnishings, fixtures and goods are obtained, and said furnishings, fixtures and goods shall remain the property of property of the party that purchased same. Any durable furnishings and fixtures in the Common Areas shall be jointly approved by the Library District and the Village prior to purchase, and shall be paid for by the parties on an equal basis, unless otherwise agreed.

4. **PUBLIC MEETINGS.** It is contemplated that periodically, and partially during the acquisition and construction phase, there may need to be joint meetings of the entire Village Board of Trustees and the Library District Board which shall be held in compliance with the Illinois Open Meetings Act.

5. **TITLE TO REAL PROPERTY AND FACILITY.** Title to the Site and Facility shall be held jointly as tenants in common in the names of the library District and the Village. Neither the Library Districts nor the Village shall encumber its interest in the Site or the Facility except as provided herein without the express written consent of the either party; provided, however, this restriction shall not operate so as to restrict either party, at its sole discretion, from issuing General Obligation bonds or incur indebtedness secured by other assets of such party. The ownership interest of each party shall be pro rata the proportion that the total amount of funds actually contributed by each party bears to the total expense for the Site and Facility, based on the expenses outlined in Exhibit C.

6. **SIGNAGE AND PARKING.** (a) The Village and the Library District may each, at its own expense, erect one separate sign, or joint sign if so agreed to by the governing boards, on the Site, and each body may, at its own expense, erect appropriate signage within the interior of the Facility as jointly agreed by the Library District and the Village to designate its respective portion of the facility.

(b) Each Board may designate by signage a maximum of three (3) spaces for reserved parking on the common parking lot for each respective public body. Such number of designated spaces shall not include spaces designated handicapped parking. All remaining parking spaces on the common parking lot may be used by either party for parking purposes. The cost and designation

of separate reserved parking spaces for Village police vehicles shall be the sole responsibility of the Village.

7. **SPACE ALLOCATION.** The square footage allocated to each the Village and the Library District shall be that respective amount as shown on the Preliminary Floor Plan prepared By Crawford, Murphy & Tilly, Inc. dated June 22, 1994, said Preliminary Floor Plan being incorporated herein by previous reference. It is understood and agreed that certain portions of the Building are provided as Common Area and said Common Areas shall have free use of both bodies, and the bodies shall have common control of all such Common Areas.
8. **UTILITIES.** The water, gas, electricity and sanitary sewer utilities and the heating and cooling systems for each respective portion of the Facility shall be separately metered, and the cost, maintenance and repair shall be the responsibility of each respective party. The cost, maintenance and repair of the utilities and climate control systems for the Common Areas shall be shared on an equal basis by the parties. After occupancy, the Village shall present monthly itemized bill to the Library Board showing the amount due for the Common Areas and the Library Board shall make payment of its equal share upon receipt of such itemized bill.
9. **OVERSIGHT COMMITTEE.** The President of the Village Board of Trustees and the President of the Board of Library Trustees of the Library District, and one Trustee appointed from each body by each of those presiding officers, will constitute the Joint-Use Public Building Facility Committee to oversee the day-to-day operation of the Facility, to carry communications from their respective Boards, and to make recommendations to their respective Boards. The committee shall meet at least semiannually. In the event that any disagreement or conflict, should arise concerning any of the provisions of this Agreement or operation of the Facility and the Committee is unsuccessful in resolving the disagreement or conflict, then the committee shall submit the matter it an impartial three member arbitration panel, consisting of one member appointed by the Library District, one member appointed by the Village, and one member appointed by mutual agreement of the two appointed members. Any recommendation or decision of the arbitration panel not involving the expenditure of public monies shall be deemed approved unless rejected in writing by either party within fifteen (15) days of the official notice of recommendation or decision delivered by the arbitration panel to the Library District and the Village.
10. **MAINTENANCE.** After the completion of the construction of the Building, the general cost of interior and exterior maintenance, repair and upkeep of each respective section of the Building shall be borne by the respective party. The cost of maintenance, repair and upkeep of the Common Areas shall be shared on an equal basis by the parties. Each party shall be obligated to keep the Building in good condition. Maintenance and upkeep of the grounds, related landscaping, snow removal and security shall be the responsibility of the Village, which shall be reimbursed by the Library District for on-half of the total contractual cost for such maintenance

and upkeep or the hourly expense incurred by the Village for providing the employees and equipment for such maintenance upkeep.

11. **INSURANCE.** It is understood and agreed that the parties shall maintain continuous mutual public liability and property damage insurance coverage on the Facility and Site with any reputable insurance carrier in such an amount as shall be from time to time agreed upon by the parties, and that such cost shall be shared on a pro rata basis determined by the square footage occupied by each respective party. Each respective party shall further at all time maintain adequate insurance coverage on its respective contents, and bear the sole respective thereof. The parties shall also make such necessary arrangements as may be required to provide public liability and property damage insurance for the Common Area including the parking areas and surrounding grounds at the Site, and the cost of such insurance shall also be shared on the pro rata basis.
12. **POLICIES.** The parties hereby reserve the right to establish such hours of operations for their respective portions of the Building and further reserve the right to establish such rules and regulations to be observed in connection therewith.
13. **COMMON AREAS USE.** The Village and the Library District shall jointly approve a policy on Common Area use.
14. **USES OF THE SITE.** Any use of the remaining portion of the Site not occupied by the Facility or other improvements shall be available for any use as approved by the Oversight Committee.
15. **SALE, LEASE OR TRANSFER.** Either party may sell, lease, transfer or otherwise dispose of the Site, Building or other improvements thereon only in accordance with the following provisions. The party desiring to sell, lease, transfer or otherwise dispose of its interest in the Site, Building or other improvements thereon (the "terminating party") shall first offer such interest in writing to the other party (the "remaining party") at least ninety (90) days prior to any such sale, lease transfer or other disposition at a price and on such terms as are mutually acceptable to both parties or the same as any offer to the terminating party from a bona fide third party. The parties agree to negotiate in good faith with each other the price and the terms of any such sale, lease, transfer or other disposition. If the parties do not agree upon such price and terms within the ninety (90) day option period, the terminating party shall have the authority to affect such sale, lease, transfer or other disposition without restriction.
16. **AMENDMENTS.** Any amendment to this Agreement shall be made only upon the written agreement of each party. It is understood that Exhibits Band Care preliminary drawings and cost estimates for construction of the Building, and that it is anticipated that these Exhibits may be revised throughout the process of completing the final plans and obtaining bids, and any change to these drawings and cost estimate shall be effective as to either party only if approved in writing by the party affected thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 21st day of July, 1994.

VILLAGE OF ROCHESTER of
Sangamon county, Illinois

ROCHESTER PUBLIC LIBRARY DISTRICT

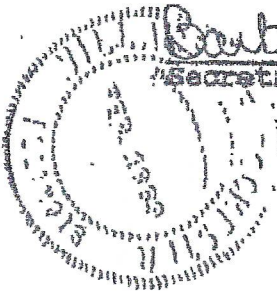
By: *Jan A. O'Neil*
Its President

By: *Robert L. Spang*
Its President

Attest:

Attest:

Barbara Wick
Secretary



Camela J. Dawson
Secretary

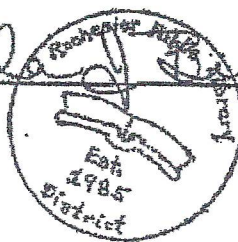


EXHIBIT A

(Legal Description)

Part of the Southwest Quarter of the Southeast Quarter of Section 15, Township 15 North, Range 4 West of the Third Principal Meridian in Sangamon Count, Illinois being described as follows: Commencing at a stone at the Southwest corner of the Southwest Quarter of the Southeast Quarter of Section 15; thence North, along the West line of said quarter quarter section, 410.85 feet to the point of beginning; thence North 501.87 feet; thence East 601.72 feet; thence South 37 degree 15 minutes 51 sections West 763.75 feet to an iron pin; thence North 52 degrees 44 minutes 09 seconds West along the northerly right-of-way line of Illinois Route 29, 175.00 feet to the point of beginning, containing 5.00 acres, more or less.

EXHIBIT B

Preliminary Floor Plan of Crawford, Murphy & Tilly, Inc.
dated June 22, 1994

EXHIBIT C

SHARED PROJECT COSTS

<u>CATEGORY</u>	<u>VILLAGE Z (\$)</u>		<u>LIBRARY Z (\$)</u>		<u>TOTAL \$: *</u>
1. Land	50	(12.50)	50	(12.50)	25
2. Building	52.2	(522,900)	47.5	(473,100)	996,000
3. Utilities (5 acres)	50	(3,000)	50	(3,000)	6,000
4. Site Improvements					
A. Parking	50	(25,000)	50	(25,000)	50,000
B. Outside Lighting	50	(5,000)	50	(5,000)	10,000
C. Storm Water	50	(5,000)	50	(5,000)	10,000
D. Landscape/Seeding	50	(5,000)	50	(5,000)	10,000
E. Sign	50	(1,250)	50	(1,250)	2,500
5. Contingencies	50	(17,500)	50	(17,500)	35,000
6. Arch/Engineering Fees					
A. Preliminary Design	50	(8,400)	50	(8,400)	16,800
B. Building & 5 Acres	50	(51,600)	50	(51,600)	103,200
TOTAL Shared Costs:	52	(644,662.50)	48	(594,862.50)	\$1,239,525

*Note: To be adjusted after the following figures are available:
(1) Estimated architect costs,
(2) Contract award amount, and
(3) Actual constructor costs

NON-SHARED COSTS:

Infrastructure	254,000
Deferrals	<u>(102,200)</u>
Adjusted Total	\$151,800

ADDENDUM TO INTERGOVERNMENTAL AGREEMENT

ADDENDUM made this 14th day of October, 2004 to an Intergovernmental Agreement dated July 21, 1994 by and between the Rochester Public Library District (hereinafter "the Library") and the Village of Rochester (hereinafter "the Village"), a copy of said Intergovernmental Agreement being attached hereto and incorporated herein by this reference, whereby the Library and the Village hereby irrevocably agree to each pay one-half (50%) of the cost of an expansion of the existing Parking Lot by an additional 14,265 square feet, as well as related drainage and electrical improvements, all as contained within the drawings and cost estimates attached hereto and incorporated herein by this reference.

Pursuant to respective Board approval of the scope and cost of said parking lot expansion and the related improvements by Resolution adopted by the Library and the Village, the Village hereby agrees to incur indebtedness for the approved-principal amount not to exceed \$125,000.00, at a rate of interest not to exceed 3.15 percent (3.15 %) thereon with a repayment period not to exceed 60 months, to fund said expansion and the related improvements. The Library hereby agrees to pay quarterly, on or before the first day of September, December, March and June of each year, during the term of indebtedness > one-half (50%) of the cost of said principal and interest due and payable during the respective quarter period, until paid in full.

Maintenance of said Parking Lot expansion shall be as provided in Section 10 of said Intergovernmental Agreement.

AGREED:

Village of Rochester

Rochester Public Library District

By: _____
Its President

By: _____
Its President

Attest:

By: _____
Its Clerk

By: _____
Its Secretary

ADDENDUM TO INTERGOVERNMENTAL AGREEMENT

ADDENDUM made this 20th day of June, 2005 to an Intergovernmental Agreement dated July 21, 1994 by and between the Rochester Public Library District (hereinafter "the Library") and the Village of Rochester (hereinafter "the Village"), a copy of said Intergovernmental Agreement being attached hereto and incorporated herein by this reference, whereby the Library and the Village hereby irrevocably agree to each pay one-half (50%) of the cost of an expansion of the existing Parking Lot by an additional 14,265 square feet, as well as related drainage and electrical improvements, all as contained within the drawings and cost estimates attached hereto and incorporated herein by this reference.

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AGREED:

Village of Rochester

Rochester Public Library District

By: _____

By: _____

Attest:

Attest:

By: _____

By: _____