
**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: SCOTT KOEPPPEL, VILLAGE ADMINSTRATOR
SUBJECT: A RESOLUTION APPROVING AN INTERGOVERNMENTAL
AGREEMENT WITH THE LIBRARY DISTRICT
AGENDA: APRIL 16, 2024 REGULAR BOARD MEETING
DATE: APRIL 10, 2024

ISSUE

Should the Board of Trustees approve a Resolution approving an intergovernmental agreement between the Village and the Sugar Grove Public Library District for shared space and services?

DISCUSSION

On April 2, 2024, the Village Board discussed the intergovernmental agreement. Administrator Koeppele informed the board of a request from the Library Board to include termination language. Termination terms were added to section V item L.

Staff and Village President Konen met with Library Director Genna Mickey in early March to discuss possible ways to improve intergovernmental cooperation. The Library District is facing budget issues until July 1st. They asked the Village if we could assist with mowing and snow removal until the end of June. After internal discussions Director Merkel confirmed that the Sugar Grove staff could assist the Library District.

The Village is planning to renovate the Police building in fall of 2024. Once the renovations begin the Village will need a meeting space for Village Board, Plan Commission, and Police Commission meetings. The Library has an excellent meeting space that can accommodate Village Board meetings.

COST

The only direct cost was legal costs to create and review the IGA. Public Works will use existing staff and equipment.

RECOMMENDATION

That the Village Board approve a Resolution approving an IGA with the Library District for shared space and services.



**VILLAGE OF SUGAR GROVE
KANE COUNTY, ILLINOIS**

RESOLUTION No. 20240416AD2

**RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT BETWEEN VILLAGE OF SUGAR GROVE AND SUGAR GROVE
PUBLIC LIBRARY DISTRICT FOR SHARED SPACE AND SERVICES**

WHEREAS, the Village of Sugar Grove Board of Trustees find that it is in the best interest of the Village to enter into an intergovernmental agreement with the Sugar Grove Public Library District for shared services and to execute the attached agreement; and

NOW, THEREFORE, BE IT RESOLVED, by the President and the Board of Trustees for the Village of Sugar Grove, Kane County, Illinois, as follows:

The Village President and Village Clerk are hereby authorized to execute said agreements on behalf of the Village and to take such further actions as are necessary to fulfill the terms of said agreement.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois on this 16th day of April 2024.

Jennifer Konen
President of the Board of Trustees of
the Village of Sugar Grove, Kane
County, Illinois

ATTEST:

Tracey Conti
Clerk, Village of Sugar Grove

	Aye	Nay	Absent	Abstain
Trustee Matthew Bonnie	_____	_____	_____	_____
Trustee Sean Herron	_____	_____	_____	_____
Trustee Heidi Lendi	_____	_____	_____	_____
Trustee Michael Schomas	_____	_____	_____	_____
Trustee Sean Michels	_____	_____	_____	_____
Trustee James F. White	_____	_____	_____	_____

**INTERGOVERNMENTAL AGREEMENT BETWEEN
VILLAGE OF SUGAR GROVE AND SUGAR GROVE PUBLIC LIBRARY DISTRICT
FOR SHARED SPACE AND SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is effective April 16, 2024 by and between the **VILLAGE OF SUGAR GROVE**, an Illinois municipal corporation (“**Village**”) and the **SUGAR GROVE PUBLIC LIBRARY DISTRICT**, an Illinois public library district (“**Library**”) as each may individually be referred to as a “**Party**” and collectively referred to as the “**Parties**”.

RECITALS:

WHEREAS, each of the Parties is a body corporate and politic organized and existing under the laws of the State of Illinois; and,

WHEREAS, the Village of Sugar Grove (“**Village**”) is a non-home rule unit of local government pursuant to Article VII, Section 7 of the Illinois Constitution of 1970; and,

WHEREAS, the Sugar Grove Public Library District (“**Library**”) is a public library operating pursuant to the Public Library District Act of 1991, 75 ILCS 16/1 -1 et seq.; and,

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970, authorize units of local government to cooperate with one another and to enter into agreements to obtain and share services; and,

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) provides that any power or powers, privileges, functions, or authority exercised by a public agency of the State of Illinois may be exercised, combined, transferred, and enjoyed jointly with any other public agency of the State; and,

WHEREAS, the Village is planning to relocate its Village Hall and will not have space available for its regularly scheduled public meetings until the new Village Hall is opened and available for use; and

WHEREAS, as stated in this Agreement, the Library will allow the Village to use the Library’s Meeting Room C to host certain regularly scheduled public meetings; and,

WHEREAS, in consideration for the Village’s use of this Library space, the Village will perform certain snow removal and lawn mowing services from the execution of this Agreement until July 1, 2024;

WHEREAS, the Village by virtue of its powers as set forth in the Illinois Municipal Code, 65 ILCS 5/ *et seq.* is authorized to enter into this Agreement; and

WHEREAS, the Library by virtue of its powers as set forth in the Public Library District Act of 1991, 75 ILCS 16/1-1 *et seq.*, is authorized to enter into this Agreement; and

WHEREAS, the Village and the Library each find that this Agreement is in the public interest and promotes the general public health, safety, and welfare.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

I. INCORPORATION OF RECITALS

A. Incorporation. The forgoing Recitals are hereby incorporated into this Agreement as though fully restated in this Paragraph I.

B. Headings. The headings of the paragraphs and subparagraphs of this Agreement are intended for convenience only and shall not constitute part of the Agreement or affect the construction hereof.

II. TERM

A. Effective Date. This Agreement is effective April 16, 2024, with the obligations contained hereunder commencing immediately, or such other date as mutually agreed to by the Parties in writing.

B. Term. This Agreement shall remain in effect until December 31, 2028, or until such time as the new Village Hall becomes open and available for public use and the Village notifies the Library of this status in writing, whichever is first to occur.

III. VILLAGE USE OF LIBRARY MEETING ROOM

A. Reservation of Meeting Room C. Starting in September 2024 the Library hereby grants to the Village a priority reservation allowing the Village to use Meeting Room C, at no cost to the Village, to allow the Village to host all regularly scheduled meetings of the Village Board, Plan Commission, and Police Commission.

B. Village Meeting Schedule. Upon execution of this Agreement, the Village Administrator shall provide the Library Director a written calendar year schedule for the remaining Village meetings in 2024. A schedule for each following year shall be submitted within seven (7) days of its approval by the Village Board. However, for general planning purposes, the meeting schedule is generally anticipated to be as follows:

- a.** Village Board Meetings - First and Third Tuesday of each month at 6:00 p.m.
- b.** Plan Commission Meetings - Third Wednesday of each month at 7:00 p.m.
- c.** Police Commission Meetings - Third Wednesday of each month at 6:00 p.m.

C. Special Meetings. The Library further agrees to reserve space for Village meetings on other occasions upon advance notice by the Village and subject to availability.

- D. Fees.** The Library shall not charge the Village any rental fee for its use of meeting rooms. In consideration for the Village's use of Library space, the Village agrees to perform the snow removal and mowing activities in accordance with Section IV hereof.
- E. After Hours Use.** The Village shall be permitted to use the Library building after regular Library hours if necessary for a regularly scheduled meeting. The Village Administrator and the Chief of Police agree to follow Library protocol for closing and securing the building following any after-hours meeting.
- F. Notice.** The Village shall be allowed to use the name and address of the Library to notify the public about the date and time of its meetings. In accordance with the Open Meetings Act, the Village shall be permitted to post its meeting agendas at the Library building in the same manner that the Library posts for its own public meetings.
- G. Set Up/Clean Up.** The Village shall be responsible for the set-up of Meeting Room C prior to each meeting. Following the meeting, the Village shall be responsible for restoring its room to its prior condition, ordinary wear and tear excepted.

IV. VILLAGE SERVICES TO LIBRARY

- A. Snow and Ice Removal.** The Village shall be responsible for providing snow and ice removal services for all of the Library's parking areas and drives until July 1, 2024. The Library shall remain solely responsible for snow and ice removal on its sidewalks and walkways.
- B. Mowing.** The Village shall be responsible for providing lawn mowing services until July 1, 2024. The Library shall remain solely responsible for edging, fertilizing, spraying, and the maintenance of any landscaping.

V. MISCELLANEOUS PROVISIONS

A. Indemnification. To the fullest extent permitted by law, the Village shall defend, indemnify, and hold the Library, its board members, officers, administrators, employees, volunteers, and agents harmless against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damage, arising out of the Village's negligent or willful and wanton conduct. The Library shall defend, indemnify, and hold the Village, its elected officials, officers, administrators, employees, volunteers, and agents harmless against any and all liability, loss, expenses (including reasonable attorneys' fees) or claims for injury or damage arising out of the Library's negligent or willful and wanton duction. The indemnification obligations set forth herein shall survive expiration or termination of this Agreement.

B. Notices. All notices or other communications required or given under the terms of this Agreement shall be in writing and shall be delivered by: (i) receipted personal delivery during regular business hours; (ii) commercial overnight courier service; (iii) certified mail, return receipt requested, properly addressed with postage prepaid; (iv) facsimile transmission during regular business hours;

or (v) sent via electronic mail with any attachments in Portable Document Format (PDF) format, accompanied by a copy of the notice mailed by first-class mail, addressed to the Parties as follows:

If to the Village: Attn: Village Administrator
Village of Sugar Grove
160 S. Municipal Drive
Sugar Grove, IL 60554

If to the Library: Attn: Library Director
Sugar Grove Public Library District
125 S. Municipal Drive
Sugar Grove, IL 60554

C. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

D. Compliance with Laws. In exercising their rights under this Agreement, the Parties shall comply with all applicable federal, state, and local laws.

E. Governing Law. This Agreement shall be governed by the laws of the State of Illinois. Proper venue for any legal action pursuant to this Agreement shall be in the Sixteenth Judicial Circuit, Kane County, Illinois.

F. Severability. If any clause, sentence, or other portion of the terms or conditions of this Agreement becomes illegal, null, or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law.

G. No Waiver of Claims. The failure of either Party to enforce any provision of this Agreement does not constitute a waiver of the requirements of that provision.

H. Assignment. This Agreement may not be assigned or transferred without the express written consent of the other Party.

I. Survival of Terms. Any provision of this Agreement that is by its nature intended to survive termination of this Agreement shall so survive and shall remain enforceable after such termination.

J. Effective Date. This Agreement shall be deemed dated and become effective on the date set forth in the first paragraph on the first page of this Agreement.

K. Force Majeure. Neither the Library nor the Village shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control, including but not limited to, Acts of God, war, civil unrest, strikes, walkouts, fires, natural disasters, or any federal, state, or local declaration of emergency.

L. Termination. After January 1, 2026, the Village or Library may, without further obligation, terminate this Agreement for convenience or cause, upon giving the other Party ninety (90) days written notice.

M. Cooperation. The Parties hereto agree to and shall mutually cooperate in good faith in the implementation of this Agreement.

VILLAGE OF SUGAR GROVE

SUGAR GROVE PUBLIC LIBRARY
DISTRICT

Jennifer Konen, Village President

Ryan Ivemeyer, President
Board of Library Trustees

Date Signed : _____

Date Signed : _____

ATTEST:

ATTEST:

Tracey Conti, Village Clerk

Allison Short, Secretary
Board of Library Trustees

Date Signed: _____

Date Signed: _____