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**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

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**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** SCOTT KOEPPPEL, VILLAGE ADMINSTRATOR  
**SUBJECT:** INTERGOVERNMENTAL AGREEMENT WITH THE LIBRARY DISTRICT  
**AGENDA:** APRIL 2, 2024 REGULAR BOARD MEETING  
**DATE:** MARCH 21, 2024

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**ISSUE**

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

**DISCUSSION**

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 1<sup>st</sup>. 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 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 an IGA with the Library District for shared space and services.

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

VILLAGE OF SUGAR GROVE

\_\_\_\_\_  
Jennifer Konen, Village President

Date Signed : \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Tracey Conti, Village Clerk

Date Signed: \_\_\_\_\_

SUGAR GROVE PUBLIC LIBRARY  
DISTRICT

\_\_\_\_\_  
Ryan Ivemeyer, President  
Board of Library Trustees

Date Signed : \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Allison Short, Secretary  
Board of Library Trustees

Date Signed: \_\_\_\_\_

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