

STATE OF ILLINOIS            )  
COUNTY OF COOK            ) SS  
COUNTY OF DU PAGE        )

RESOLUTION NO. 2024-02

CERTIFICATE

I, the undersigned do hereby certify that I am the duly qualified and acting Secretary of the Board of Library Trustees of the Roselle Public Library District, DuPage and Cook Counties, Illinois, and as such official I am the keeper of the records and files of the Board of Library Trustees of said Library District.

I do further certify that the foregoing is a full, true, and complete copy of a resolution presented, passed and recorded by said Board at a regular meeting at which a quorum was present held pursuant to the Illinois Open Meetings Act held on the 28<sup>th</sup> day of February, 2024, entitled:

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A  
MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE VILLAGE OF  
ROSELLE AND THE ROSELLE PUBLIC LIBRARY DISTRICT**

IN WITNESS WHEREOF, I hereunto affix my official signature and seal of said Library District, this 28<sup>th</sup> day of February, 2024.

/s/ Mike Harrington  
Mike Harrington, Secretary  
Board of Library Trustees  
Roselle Public Library District,  
DuPage and Cook Counties, Illinois

(S E A L)

## RESOLUTION NO. 2024-02

### A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE VILLAGE OF ROSELLE AND THE ROSELLE PUBLIC LIBRARY DISTRICT

**WHEREAS**, the Roselle Public Library District (hereinafter referred to as the "Library") is a library district organized pursuant to the laws of the State of Illinois possessing certain powers and performing certain functions pertaining to its local government and affairs;

**WHEREAS**, the Village of Roselle (hereinafter referred to as the "Village") is a municipal corporation organized pursuant to the laws of the State of Illinois possessing certain powers and performing certain functions pertaining to its local government and affairs as provided for by and through the Illinois Municipal Code and Illinois Statute;

**WHEREAS**, the Village of Roselle (hereinafter referred to as the "Village") upon approval of the corporate authorities may enter into an agreement with another party pursuant to Illinois Statute;

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government, including library districts, to contract to exercise, combine or transfer any power or function not prohibited to them by law or ordinance;

**WHEREAS**, the Intergovernmental Corporation Act (5 ILCS 220/1 et seq.) authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities and undertakings;

**WHEREAS**, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government;

**WHEREAS**, Section 5 of the Intergovernmental Cooperation Act (5 ILCS 220/5) provides that any one or more public agencies may contract with any one of more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provide<sup>3d</sup> that such contract shall be authorized by the governing body of each party to the contract;

**WHEREAS**, the parties hereto are units of local government as defined by the Constitution of the State of Illinois, 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act;

**WHEREAS**, the Village owns and operates a certain parcel of real estate for its governmental purposes which is commonly referred to as 233 E. Maple, Roselle, Illinois (hereinafter referred to as the "Parcel 1");

**WHEREAS**, the Library owns and operates a certain parcel of real estate for its governmental purposes which is commonly referred to as 40 S. Park Street, Roselle, Illinois (hereinafter referred to as the "Parcel 2");

**WHEREAS**, the Village and Library are interested in entering into a memorandum of understanding defining certain terms and conditions providing for a "swap" of the respective parcels of real estate provided that agreed upon conditions precedent are satisfied; and

**WHEREAS**, the Corporate Authorities of the Roselle Public Library District have determined that it is in the interests of the residents, users, and stakeholders of the library

district to approve the memorandum of understanding with the Village of Roselle as referenced herein.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Trustees of the Roselle Public Library District, DuPage and Cook Counties, Illinois, to approve the memorandum of understanding with the Village of Roselle as follows:

**Section One – Recitals**

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to the resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this resolution as legislative findings.

**Section Two – Approval of Memorandum of Understanding**

The Library hereby approves the memorandum of understanding (hereinafter referred to as the “MOU”) substantially in the form attached hereto and made a part hereof as Exhibit A.

**Section Three – Authorization and Direction**

The Executive Director is hereby authorized to execute this MOU, substantially in the form of such agreement attached hereto as Exhibit A, with such changes therein as shall be approved by the Board of Trustees of the Roselle Public Library District executing the same, there execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such agreements.

**Section Four – Other Actions Authorized**

The officers, employees, and/or agents of the Library shall take all actions necessary or reasonably required to carry out and give effect to the intent of this resolution and otherwise to

consummate the transactions contemplated herein and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

**ADOPTED** this 28th day of February, 2024, by a roll call vote as follows:

AYES: Barnes, Harrington, Smith, Timan

NAYS:

ABSTAIN:

ABSENT: Baumgart, Harold, Nasiadka

/s/ Katie Smith

Katie Smith  
President, Board of Trustees  
Roselle Public Library District

ATTEST:

/s/ Mike Harrington

Mike Harrington  
Secretary, Board of Trustees  
Roselle Public Library District

**Exhibit A**

Memorandum of Understanding

## MEMORANDUM OF UNDERSTANDING AND COOPERATION

**THIS MEMORANDUM OF UNDERSTANDING** made and entered into as of this 26th day of February, 2024, by and between the Village of Roselle, an Illinois non-home rule municipal corporation (hereinafter referred to as the "Village") whose principal place of business is located at 31 S. Prospect Street, Roselle, Illinois 60172 and the Roselle Public Library District, an Illinois public library district (hereinafter referred to as the "Library") whose principal place of business is located at 40 South Park Street, Roselle, Illinois 60172, collectively referred to herein as the Parties.

### Recitals

**WHEREAS**, this Memorandum of Understanding and Cooperation (hereinafter referred to as the "MOU") is authorized and entered into in accordance with applicable State laws, including Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*), the Illinois Public Library District Act (75 ILCS 16/1-1, *et seq.*), and the Illinois Municipal Code (65 ILCS 5/1, *et seq.*);

**WHEREAS**, the Village owns and operates a certain parcel of real estate for its governmental purposes which is commonly referred to as 233 E. Maple, Roselle, Illinois and further described in Exhibit A which is attached hereto and made a part hereof (hereinafter referred to as the "Parcel 1");

**WHEREAS**, the Library owns and operates certain parcels of real estate for its governmental purposes which is commonly referred to as 40 S. Park Street, Roselle, Illinois and further described in Exhibit B which is attached hereto and made a part hereof (hereinafter referred to as the "Parcel 2");

**WHEREAS**, both the Village and the Library are currently entertaining opportunities for the redevelopment of the respective parcels;

**WHEREAS**, the Village and Library are interested in evaluating the possibility of swapping the respective parcels for the future development of the parcels by the respective Parties should the parcels meet the needs of the respective Parties;

**WHEREAS**, the Parties understand that working together to fund the optimal redevelopment of the respective parcels is in the best interest of the residents of the community; and

**WHEREAS**, the Village and the Library have reviewed the terms and conditions set forth in this Memorandum of Understanding and find them reasonable and appropriate.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and of their good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **Section One - Incorporation of Recitals**

The recitals above are incorporated into this Memorandum of Understanding and made a part hereof, as representing the intent of the Parties and where applicable as substantive provisions, and all covenants, terms, conditions and provisions hereinafter contained shall be interpreted and construed in accordance therewith.

### **Section Two – Obligations of the Parties**

- a) During the term of this MOU the Village agrees to stay the pursuit of redevelopment of Parcel 1 to provide Library with the opportunity to conduct its necessary due diligence with respect to said parcel.
- b) During the term of this MOU the Library agrees to stay the pursuit of redevelopment of Parcel 2 to provide Village with the opportunity to conduct its necessary due diligence with respect to said parcel.
- c) The Village Board and Library Board agree to hold joint meetings as deemed necessary and appropriate to discuss concept plans, development options, or other items of mutual interest that would facilitate the evaluation of the parcels and overall development pursuits. At a minimum, joint meetings may be held when concept plans are available for proposed buildings or other development on either parcel before they are shared publicly.

### **Section Three – Responsibilities of the Parties**

- a) The Village shall:
  - ii. Make available to the Library any records, documents, surveys, studies, etc. that may be requested to facilitate the Library's evaluation of Parcel 1.
  - iii. Fund all Village activities associated with evaluating Parcel 2 unless otherwise agreed to by the Parties.
  - iv. Provide feedback and technical assistance to the Library on concept or preliminary design/site plan concepts as requested by the Library.
  - v. Maintain and ensure open good communications between the Parties.
  - vi. The Village Administrator and Library Executive Director shall meet and/or discuss any concerns or needs and respond as promptly as possible to requests or other items concerning each Party's respective development pursuits.
- b) The Library Shall:

- ii. Make available to the Village any records, documents, surveys, studies, etc. that may be requested to facilitate the Village's evaluation of Parcel 2.
- iii. Fund all Library activities associated with evaluating Parcel 1 unless otherwise agreed to by the Parties.
- iv. Maintain and ensure open good communications between the Parties.
- v. The Library Executive Director and Village Administrator shall meet and/or discuss any concerns or needs and respond as promptly as possible to requests or other items concerning each Party's respective development pursuits.

#### **Section Four – Due Diligence Period**

The Parties shall use their best efforts to perform all necessary due diligence in order to determine the feasibility of the use of the respective parcels. Each Party shall conduct and make such feasibility studies as they deem necessary, which may include but not be limited to environmental inspections. The respective Parties shall cooperate in making any required inspections. Each Party shall indemnify, defend and hold the other Party harmless from and against any claim, action, fees, costs, judgment or award arising from, or related to, the negligent acts or omissions of inspecting Party or its agent during any inspections.

#### **Section Five - Termination**

This MOU shall terminate on April 30, 2025, unless terminated earlier. Either Party can terminate this MOU at any time with at least thirty (30) days written notice. The term of this MOU may be extended by mutual agreement between the Parties.

#### **Section Six – Notice**

All notices, approvals, consents or other communications desired or required to be given hereunder shall be given in writing by any of the following means: (a) personal service, (b) overnight courier, or (c) registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

A. If to the Village:

Jason Bielawski, Village Administrator  
Village of Roselle  
31 S. Prospect Street,  
Roselle, Illinois 60172

B. If to the Library:

Samantha Johnson, Executive Director  
Roselle Public Library District

40 South Park Street  
Roselle, Illinois 60172

The Parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, approvals, consents or other communications shall be sent. Service by certified mail shall be deemed given on the third day following the mailing of said notice, and service by personal delivery shall be deemed given upon actual delivery.

### **Section Seven – Miscellaneous Provisions**

The descriptive headings of the various sections or parts of this MOU are for convenience only. They shall not affect the meaning or construction or be used in the interpretation of this MOU or any of its provisions.

- a) This MOU shall be construed in accordance with and governed by the laws of the State of Illinois and the Parties agree to submit to the jurisdiction of the courts of Illinois any dispute regarding this MOU.
- b) The Parties have had the opportunity to freely negotiate and cooperate in the drafting and preparation of this MOU, and in any interpretation or construction of this MOU or any word, clause or provision herein, the same shall not be construed against any Party on the basis that the Party was the drafter.
- c) If any clause, phrase, provision or portion of this MOU or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this MOU, nor any other clause, phrase, provision or portion thereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.
- d) This MOU supersedes all prior agreements and understandings, both written and oral, of the Parties with respect to the subject matter hereof. This MOU may be modified or amended only with the express written approval of both Parties dated subsequent to the date of this MOU.
- e) This MOU may not be assigned or transferred in any manner without the express written consent of both parties.
- f) Subject to the provisions regarding assignment, this MOU shall be binding upon, and inure to the benefit of the successors-in-interest of the Parties.
- g) The Parties acknowledge that this MOU was freely negotiated by each of the Parties hereto and accordingly shall be construed according to the fair meaning of its terms, and not against any Party.
- h) Nothing contained in this MOU is intended to create, or shall be construed as creating, a partnership, joint venture or any similar relationship between the Parties.
- i) Nothing contained in this Memorandum is intended to constitute, nor shall constitute, a waiver of the defenses available to the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq., with respect to claims against any Party by third parties.

- j) This Memorandum is entered into solely for the benefit of the Parties, and nothing in this Memorandum is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Memorandum or to acknowledge, establish, or impose any legal duty to any third party.

**Section Eight – Non-Binding**

The Parties hereto agree and understand that nothing in this MOU shall require either Party to enter into an agreement for the “swap” of the respective parcels, any such agreement shall be negotiated by the Parties and approved by the respective boards.

**Section Nine – Counterparts**

This MOU is not and shall not be binding upon either Party unless and until executed by both Parties. The MOU may be executed in counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have executed this Memorandum of Understanding as of the day and year first above written.

Village of Roselle:

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Village Clerk

Roselle Public Library District:

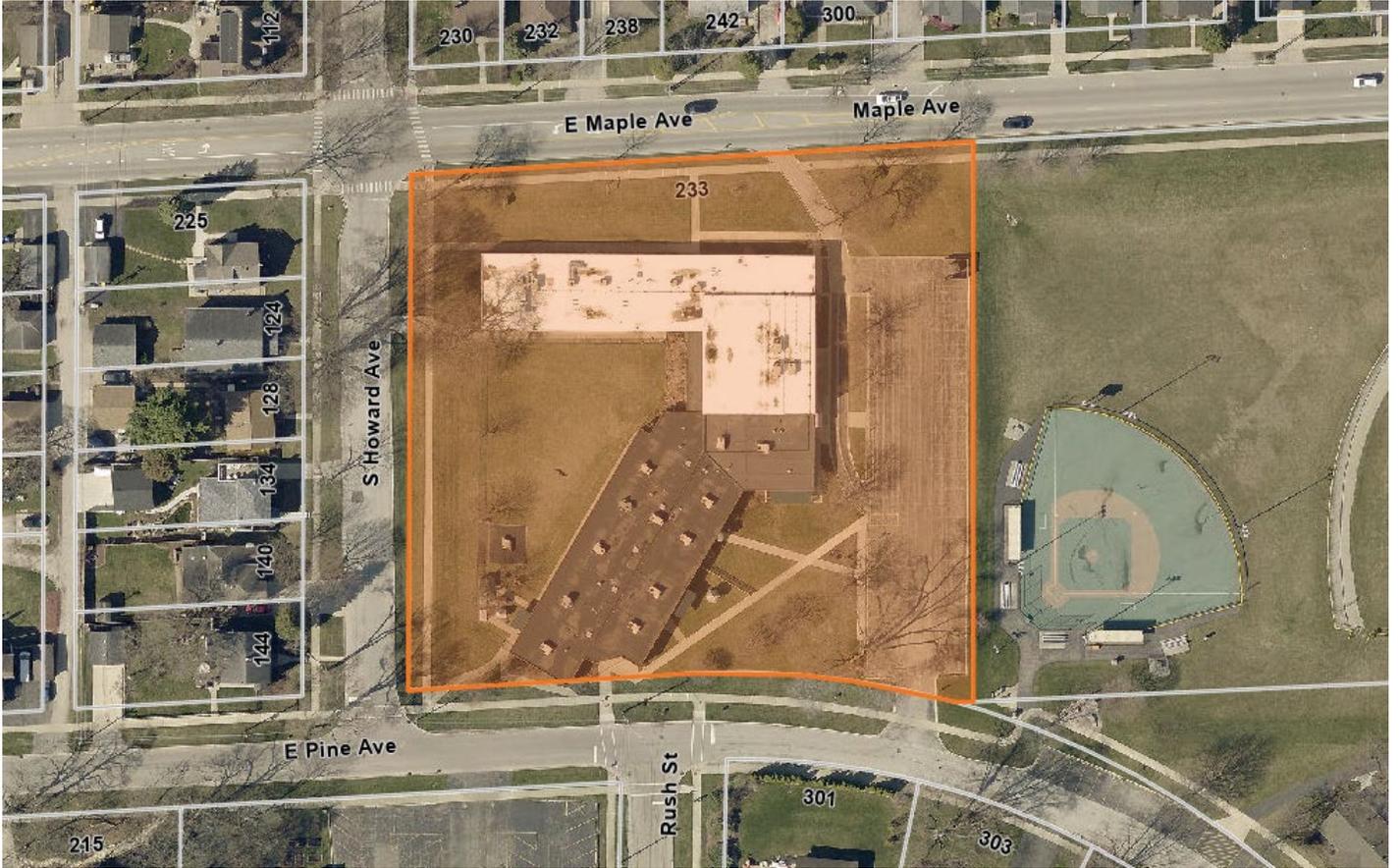
/s/ Katie Smith  
Board President

Attest:

/s/ Mike Harrington  
Board Secretary

**Exhibit A**

**Parcel 1: Former Trinity Community Center, 233 E. Maple Avenue  
Total Acres: 2.63**



**Exhibit B**

**Parcel 2: Roselle Library (building and parking lot), 40 S. Park Street  
Total Acres: 1.1**

