

STATE OF ILLINOIS                    )  
COUNTIES OF COOK                 ) SS  
AND DUPAGE                            )

**SECRETARY'S CERTIFICATE**

I, the undersigned, the duly qualified and acting Secretary of the Board of Trustees of the Roselle Public Library District, Cook and DuPage Counties, Illinois, and the keeper of the records thereof, do hereby certify that attached hereto is a true and correct copy of a Resolution entitled:

**RESOLUTION NO. 2024-07**

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
ROSELLE PUBLIC LIBRARY DISTRICT, COOK AND DUPAGE COUNTIES, ILLINOIS,  
REGARDING AN INTERGOVERNMENTAL AGREEMENT  
WITH THE VILLAGE OF ROSELLE, ILLINOIS FOR  
A REAL PROPERTY TRANSFER

passed by the Board of Trustees of the Roselle Public Library District at a regular meeting of said Board of Trustees at which a quorum was present, held pursuant to the Illinois Open Meetings Act on the 28th day of August, 2024.

I do further certify that said Resolution is entrusted to my care and custody, that the same is duly spread upon the records of said meeting and that I am the custodian of all records of the Roselle Public Library District, including the journal of proceedings or resolutions.

**IN WITNESS WHEREOF**, I have hereunto set my hand this 28th day of August, 2024.

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

## RESOLUTION 2024-07

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE  
ROSELLE PUBLIC LIBRARY DISTRICT, COOK AND DUPAGE COUNTIES, ILLINOIS,  
REGARDING AN INTERGOVERNMENTAL AGREEMENT  
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**WHEREAS**, the Roselle Public Library District, DuPage and Cook Counties, Illinois (the “Library District”) is a library district duly organized under the laws of the State of Illinois; and

**WHEREAS**, the Board of Trustees of the Library District (“Board”) has the full power to pass all necessary ordinances, regulations and resolutions for the proper management and conduct of District business pursuant to 75 ILCS 16/30-55.5; and

**WHEREAS**, the Library District owns and operates certain parcels of real estate for its governmental purposes which is commonly referred to as 40 S. Park Street, Roselle, Illinois 60172;

**WHEREAS**, the Village of Roselle (the “Village”) owns and operates a certain parcel of real estate which is commonly referred to as 233 E. Maple, Roselle, Illinois 60172;

**WHEREAS**, both the Library District and the Village have been entertaining opportunities for the redevelopment of the respective parcels;

**WHEREAS**, the Library District and the Village are interested in swapping the respective parcels for the future development of the parcels by the respective Parties, including the development of a new library facility upon the Village’s parcel on Maple;

**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 Parties have engaged in due diligence regarding the feasibility of an exchange of the aforementioned parcels and have decided that such an exchange would serve their respective best interests and the public good; and

**WHEREAS**, the Library District and the Village have mutually agreed to exchange the described parcels without additional consideration from either party, this Agreement being the result of said negotiations;

**WHEREAS**, the Library District and the Village have reviewed the terms and conditions set forth in an Intergovernmental Agreement between them (the "Agreement") and find them reasonable and appropriate; and

**WHEREAS**, the Library District and the Village are authorized to enter into the Agreement under various provisions of State law, 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 Local Government Property Transfer Act, 50 ILCS 605/ 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.).

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Roselle Public Library District, DuPage and Cook Counties, Illinois, as follows:

**SECTION 1:** That the above Recitals are incorporated into this Resolution by being made part of this Section 1 as if repeated herein verbatim.

**SECTION 2:** That the Intergovernmental Agreement, attached hereto as **Exhibit “A”**, is hereby approved, and the Library District Board President and Board Secretary are hereby authorized and directed to execute the attached Agreement by and between the Library District and the Village, and to take such further steps to comply with the terms and conditions set forth therein

**SECTION 3:** That this Resolution shall be in effect immediately upon its passage.

**SECTION 4:** That this Resolution shall supersede any resolutions, motions, or parts of resolutions, or motions in conflict with any part herein, and any such resolution or motion or parts thereof, are hereby repealed to the extent of any conflict.

**SECTION 5:** That if any section, paragraph or provision of this Resolution shall be held invalid or unenforceable for any reason, such invalidity or inability to enforce any portion shall not affect any of the remaining provisions of this Resolution.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**ADOPTED** this 28th day of August, 2024, by the following roll call vote:

**AYES:** Smith, Barnes, Harrington, Nasiadka, Harold

**NAYS:** None

**ABSENT:** Baumgart, Karpinski

**APPROVED** this 28th day of August, 2024.

/s/ Katie Smith

President, Board of Trustees of the  
Roselle Public Library District, Cook and  
DuPage Counties, Illinois

**ATTEST:**

/s/ Mike Harrington

Secretary, Board of Trustees of the  
Roselle Public Library District,  
Cook and DuPage Counties, Illinois

[SEAL]

## INTERGOVERNMENTAL AGREEMENT

**THIS AGREEMENT** made and entered into as of this 28th day of August, 2024, by and between the Village of Roselle, an Illinois 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 Intergovernmental Agreement (hereinafter referred to as the “Agreement”) 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 Local Government Property Transfer Act, 50 ILCS 605/ *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 Library District is a public library district established pursuant to the Public Library District Act of Illinois and provides public library services to the residents within its boundaries;

**WHEREAS**, the Village is a home-rule municipality as provided for under Article VII, Section 6 of the Illinois Constitution, vested with the fullest power to govern local affairs;

**WHEREAS**, the Library District and the Village are “local governments” as defined under the Local Government Property Transfer Act, and seek to engage in a real property exchange under the terms of this Agreement and facilitated by the authority granted under said 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 60172 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 60172 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 have been entertaining opportunities for the redevelopment of the respective parcels;

**WHEREAS**, the Village and Library are interested in swapping the respective parcels for the future development of the parcels by the respective Parties, including the development of a new library facility upon Parcel 1;

**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 Parties have engaged in due diligence regarding the feasibility of an exchange of the aforementioned parcels and have decided that such an exchange would serve their respective best interests and the public good; and

**WHEREAS**, the Library and the Village have mutually agreed to exchange the described parcels without additional consideration from either party, this Agreement being the result of said negotiations;

**WHEREAS**, the Village and the Library have reviewed the terms and conditions set forth in this Agreement 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:

### **I. Incorporation of Recitals**

The recitals above are incorporated into this Agreement 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.

### **II. Transfer of Respective Parcels**

The Village shall transfer all title and interest in Parcel 1 to the Library, free of any liens, mortgages or other encumbrances, for the sole use of the Library for the construction of a new public library building and associated parking facilities. In exchange for the Village's transfer of Parcel 1 to the Library, the Library shall transfer all title and interest in Parcel 2 to the Village, free of any liens, mortgages or other encumbrances, for the Village's use as it desires for future redevelopment. The transfer of these parcels shall be subject to further real estate transfer instruments to be executed between the Parties, and subject to the timelines as stated below in Sections III and IV. Other than the transfer of the parcels to each respective party, the Parties shall not be obligated to provide any further consideration, whether in funds or other form, to each other in order to accept title to the other party's parcel, other than described in this Agreement.

The transfer of Parcels 1 and 2 shall only occur upon the successful referendum by the Library in the General Election of November 2024 or the Consolidated Election of April 2025, that would allow the Library to issue bonds for the development of a new library within the Village (the "Successful Referendum").

### **III. Obligations of the Village**

- a) During the term of this AGREEMENT the Village shall stay the pursuit of redevelopment of Parcel 1, or otherwise further encumber or transfer title to Parcel 1 to any other third-party, to provide the Library with the opportunity to pursue a Successful Referendum.

- b) The Village shall make available to the Library any records, documents, surveys, studies, etc. that may be requested to facilitate the Library's evaluation of Parcel 1.
- c) Within sixty (60) days of certification of the results of the election in which the Successful Referendum is held, and prior to the transfer of title to Parcel 1 to the Library, the Village shall initiate demolition of the structures upon Parcel 1, including removing all footings and foundations and all underground tanks or other storage facilities, ensuring that all toxic or environmentally sensitive materials (including any asbestos or other dangerous materials) are removed from the parcel, and performing restorative grading of the land upon Parcel 1 (the "Demolition Activities"). Prior to commencement of the Demolition Activities, the Village shall consult with the Library's building engineer or architect to confirm the necessary demolition and site preparation required on Parcel 1 to allow the Library to construct a new library facility on the parcel, without requiring any further demolition work by the Library. At a minimum, the Demolition Activities shall include the actions outlined on Exhibit C that has been prepared by the Library's architect.
- d) The Village shall pay for the costs of the Demolition Activities, not to exceed four hundred and fifty thousand dollars (\$450,000). Any costs of the Demolition Activities over this amount will be subject to a future cost-sharing agreement between the Parties.
- e) Upon completion of the Demolition Activities, verification of funding to complete the construction of the new library facility and acceptance by the Library of the completion of the necessary demolition and site preparation work as outlined in Exhibit C, the Village shall transfer title to Parcel 1 to the Library within thirty (30) days.
- f) At the time the Village conveys Parcel 1 to the Library, and upon acceptance of the parking lot facilities upon Parcel 2 from the Library, the Village shall enter into a license agreement with the Library to allow for Library patrons and staff to continue to utilize the parking facilities upon Parcel 2 as primary users. This license agreement shall remain in effect until the completion of the new library facility upon Parcel 1 and the Library's conveyance of the remainder of Parcel 2 to the Village but in no event shall the license agreement extend beyond April 30, 2027.
- g) The Village shall maintain all necessary insurance coverage over Parcel 1 and its structures during the term of this Agreement, and until transfer of Parcel 1 to the Library.
- h) Should the Library not obtain a Successful Referendum by the termination of this Agreement, nothing in this Agreement shall require the Village to convey Parcel 1 to the Library, unless further agreed to by the Parties through an extension of this Agreement, or some other Agreement.

#### **IV. Obligations of the Library**

- a) During the term of this AGREEMENT the Library shall stay the pursuit of redevelopment of Parcel 2, or otherwise further encumber or transfer title to Parcel 2 to any other third-party, to provide Village with the opportunity to conduct its necessary due diligence with respect to said parcel.

- b) The Library shall make available to the Village any records, documents, surveys, studies, etc. that may be requested to facilitate the Village's evaluation of Parcel 2.
- c) Upon a Successful Referendum, and at the same time that the Village conveys Parcel 1 to the Library, the Library shall transfer title to the parking lot facilities upon Parcel 2 to the Village. The Library shall transfer title to the parking lot facilities upon Parcel 2 in broom clean condition, that is amenable to use as a parking lot, but shall not be required to perform any repairs, modifications or demolition to parking lot facilities upon Parcel 2 to meet the Village's desired use of the parking lot facilities.
- d) Upon a Successful Referendum, and completion of construction of a new library facility upon Parcel 1, the Library shall, within ninety (90) days, vacate the library building on Parcel 2 and transfer title to the remainder of Parcel 2 to the Village. The Library shall transfer title to the library building property upon Parcel 2 in broom clean condition, that is amenable to use as a general commercial building, but shall not be required to perform any repairs, modifications or demolition to the structures or the land upon Parcel 2 to meet the Village's desired use of the parcel. The parties agree that remainder of Parcel 2 shall be transferred to the Village no later than April 30, 2027, unless otherwise agreed to by the parties.
- e) The Library shall maintain all necessary insurance coverage over the portions of Parcel 2 and its structures that it continues to own during the term of this Agreement, and until transfer of the respective portions of Parcel 2 to the Village. Additionally, the Library shall maintain all equipment and building structures during the term of this Agreement.
- f) The Library shall pursue any required zoning relief from the Village as necessary to allow for the construction of the new library facility on Parcel 1, and shall proceed as a sole applicant on any application for any type of zoning relief in which the Village cannot join it as a joint applicant.
- g) Should the Library not obtain a Successful Referendum by the termination of this Agreement, nothing in this Agreement shall require the Library to convey Parcel 2 to the Village, unless further agreed to by the Parties through an extension of this Agreement, or some other Agreement.

## **V. Future Conveyance and License Instruments Required**

The Parties hereto agree and understand that nothing in this Agreement shall be construed as a recordable instrument for the conveyance of either parcel, and that further documents will be executed by the Parties to convey the parcels to each other and provide for the use of the parking lot facilities on Parcel 2 by the Library, should the conditions precedent in this Agreement be met. The Parties agree to work together to prepare and record said instruments, and provide each other with the necessary further documentation to allow for the proper conveyance of the parcels to each other, relinquishing the other of title of their respective parcel.

## **VI. Termination**

This Agreement shall terminate on April 30, 2025, unless terminated earlier. Any early termination of this Agreement shall only be made by express written consent of both Parties. The term of this Agreement may be extended by mutual agreement between the Parties.

## **VII. 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, (c) registered or certified mail, postage prepaid, return receipt requested, (d) or electronic mail, addressed as follows:

A. If to the Village:

Jason Bielawski, Village Administrator  
Village of Roselle  
31 S. Prospect Street,  
Roselle, Illinois 60172  
[JBielawski@roselle.il.us](mailto:JBielawski@roselle.il.us)

B. If to the Library:

Samantha Johnson, Executive Director  
Roselle Public Library District  
40 South Park Street  
Roselle, Illinois 60172  
[sjohnson@rosellepld.org](mailto:sjohnson@rosellepld.org)

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. Service by electronic mail delivery shall be deemed given upon transmittal of said message.

## **VIII. Miscellaneous Provisions**

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

- a) This Agreement 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 and Cook County for any dispute regarding this Agreement.
- b) The Parties have had the opportunity to freely negotiate and cooperate in the drafting and preparation of this Agreement, and in any interpretation or construction of this Agreement 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 Agreement 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

Agreement, 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 Agreement supersedes all prior agreements, memorandums of understanding or other negotiations, both written and oral, of the Parties with respect to the subject matter hereof. This Agreement may be modified or amended only with the express written approval of both Parties dated subsequent to the date of this Agreement.
- e) This Agreement 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 Agreement shall be binding upon, and inure to the benefit of the successors-in-interest of the Parties.
- g) Nothing contained in this Agreement is intended to create, or shall be construed as creating, a partnership, joint venture or any similar relationship between the Parties.
- h) Nothing contained in this Agreement 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 any third parties.
- i) This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement 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 Agreement or to acknowledge, establish, or impose any legal duty to any third party.

**IX. Counterparts**

This Agreement is not and shall not be binding upon either Party unless and until executed by both Parties. The Agreement 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 Agreement as of the day and year first above written.

Village of Roselle:

Roselle Public Library District:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Board President

Attest:

Attest:

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

\_\_\_\_\_  
Board Secretary

**Exhibit A**

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



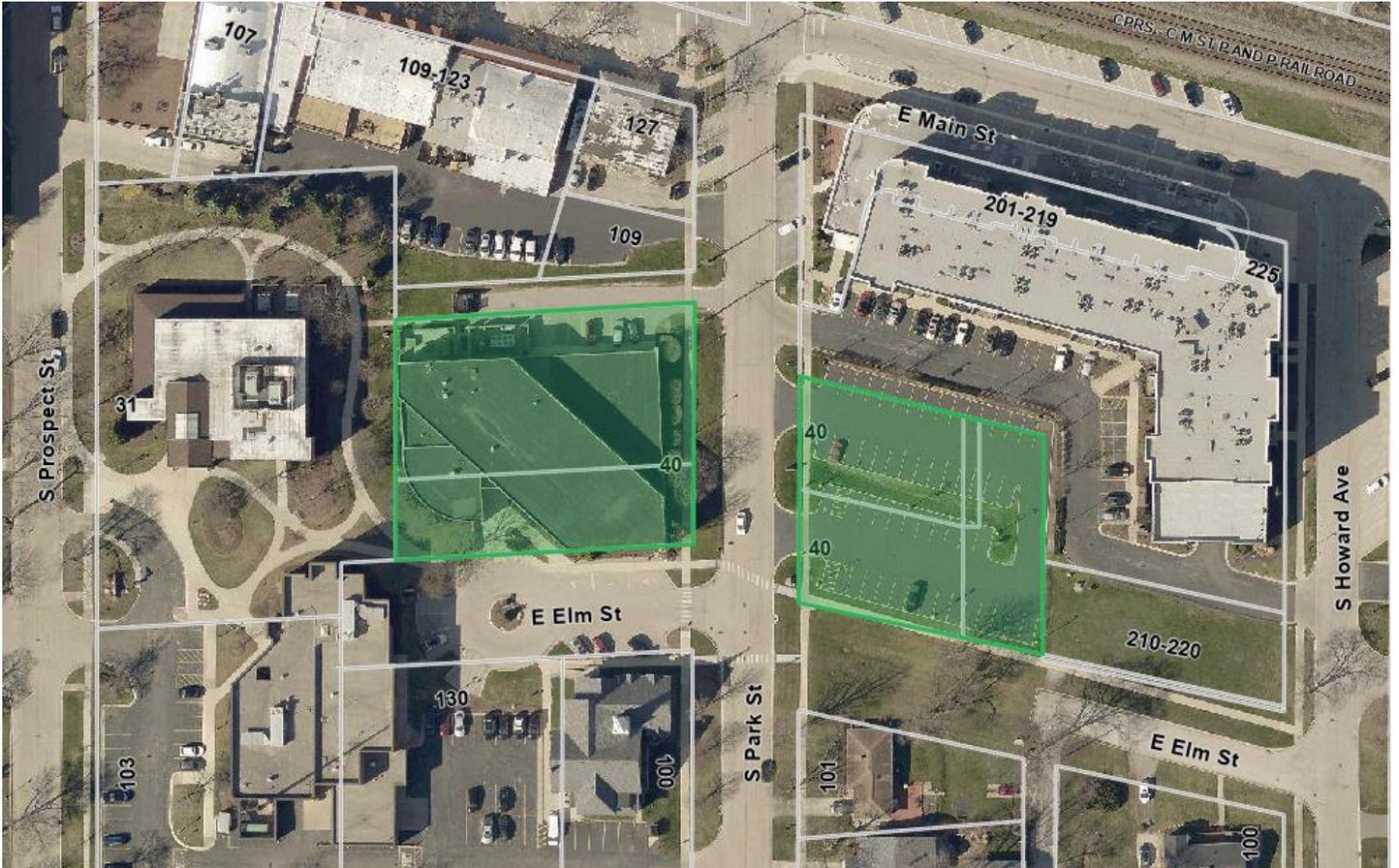
**PIN: 02-03-415-001**

THE WEST 350 FEET OF THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF HOWARD STREET AND THE SOUTH LINE OF MAPLE AVENUE (FORMERLY ROSELLE STREET); THENCE EASTERLY ALONG THE SAID SOUTH LINE OF MAPLE AVENUE, 928.42 FEET TO THE EAST LINE OF SAID SECTION 3; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 3, 354 FEET TO THE DIVISION LINE; THENCE WESTERLY ALONG THE DIVISION LINE 926.42 FEET TO THE EAST LINE OF HOWARD STREET; THENCE NORTHERLY ALONG THE EAST LINE OF HOWARD STREET, 356 FEET TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM THAT PART TAKEN FOR ROADWAY PURPOSES, IN DUPAGE COUNTY, ILLINOIS.



**Exhibit B**

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



**[INSERT LEGAL DESCRIPTION OF PROPERTY]**

**PIN 02-03-402-009 and PIN 02-03-402-010**

LOT 13 AND THE EAST 1/2 OF VACATED SECOND AVENUE LYING WESTERLY AND ADJOINING SAID LOT 13 IN ROSELLE, BEING A SUBDIVISION OF PART OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 30, 1874 AS DOCUMENT 18864, IN DUPAGE COUNTY, ILLINOIS.

**PIN 02-03-403-004 and PIN 02-03-403-005**

LOT 8 AND THE NORTH 1/2 OF LOT 9 (AS MEASURED ON THE EAST AND WEST LINES OF SAID LOT 9) AND WEST 10 FEET (MEASURED ON THE NORTH AND

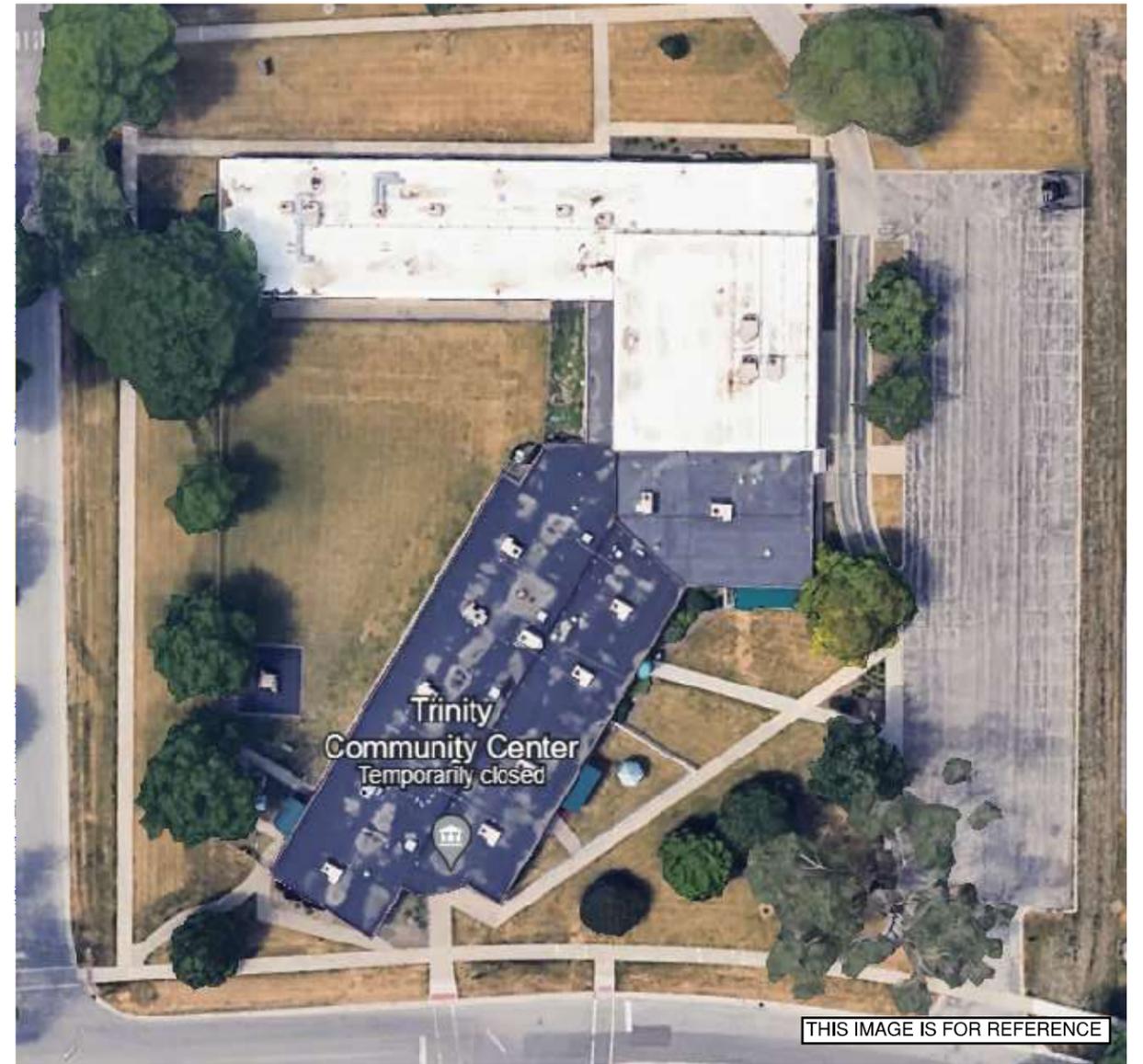
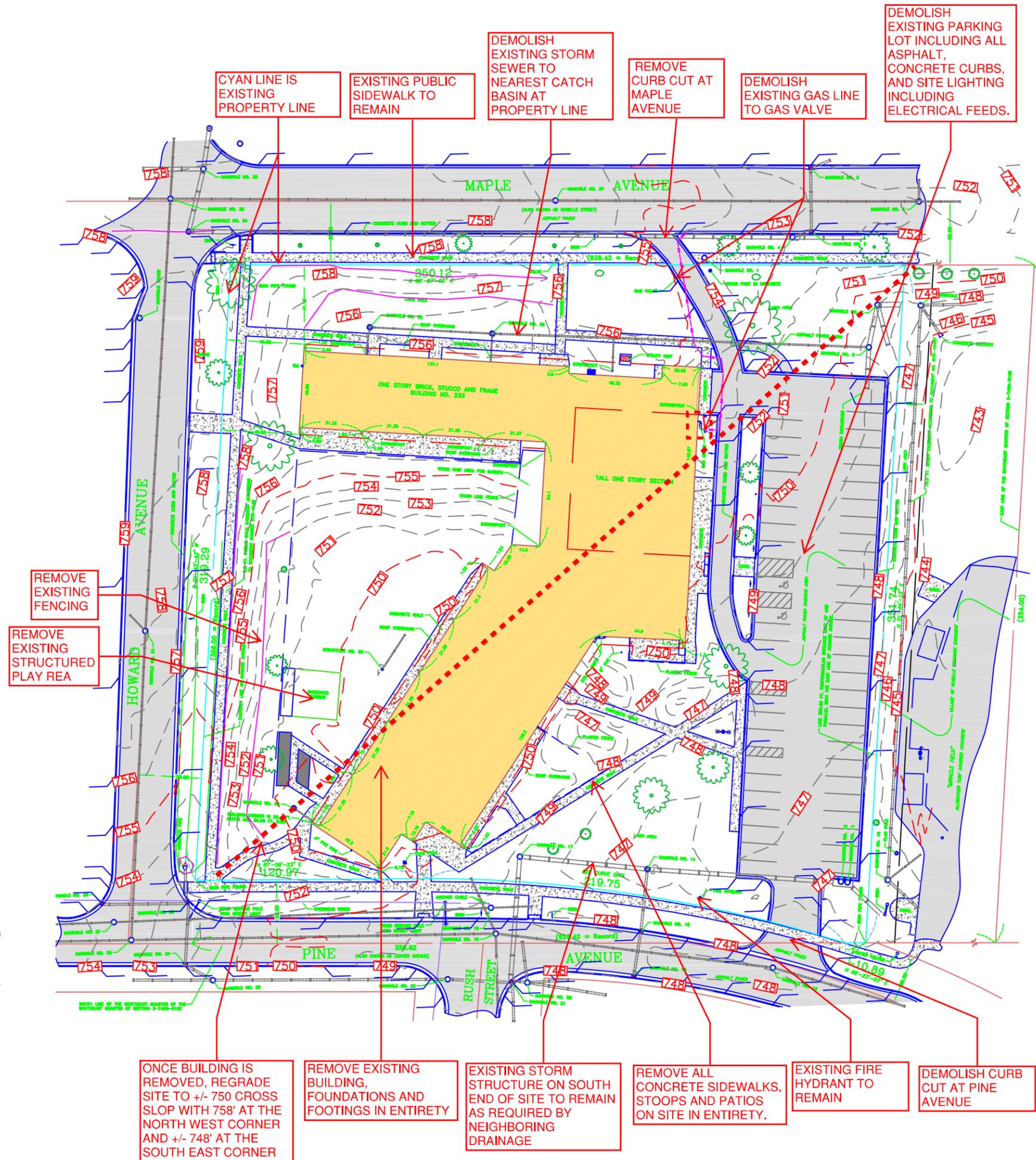
SOUTH LINES) OF THE NORTH 75 FEET (MEASURED ON THE WEST LINE) OF LOT 11 IN BLOCK 5 IN TOWN OF ROSELLE (ALSO KNOWN AS BERNARD BECK'S ADDITION TO ROSELLE); BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 5, 1874 AS DOCUMENT 18901, IN DUPAGE COUNTY, ILLINOIS.

**PIN 02-03-403-009 and PIN 02-03-403-010**

THE SOUTH 25 FEET OF LOT 9, ALL OF LOT 10 AND LOT 11 (EXCEPT THE WESTERLY 10 FEET OF THE NORTHERLY 75 FEET OF SAID 10 FEET TO BE MEASURED PARALLEL TO THE NORTHERLY AND SOUTHERLY LINES OF SAID LOT) IN BLOCK 5 IN TOWN OF ROSELLE (ALSO KNOWN AS BERNARD BECK'S ADDITION TO ROSELLE); BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 5, 1874 AS DOCUMENT 18901, IN DUPAGE COUNTY, ILLINOIS.

**Exhibit C**

**Parcel 1 - Existing Site Preparation Diagram**



- ADDITIONAL NOTES:
1. REMOVE EXISTING SEWER TO NEAREST BASIN.
  2. REMOVE EXISTING WATERMAIN TO LOCATON IN PUBLIC RIGHT-OF-WAY.
  3. REMOVE EXISTING MAINPOWER FEED TO NEAREST TRANSFORMER.