



AGENDA ITEM # 10B

AGENDA ITEM EXECUTIVE SUMMARY

Village Board Meeting

April 12, 2021

Item Title: Intergovernmental and Parking License Agreements

Staff Contact: Jason M. Bielawski, Assistant Village Administrator

VILLAGE BOARD ACTION

Adopt a resolution approving an intergovernmental agreement between the Village of Roselle and the Roselle Public Library District concerning a parking license on the library parking lot.

Executive Summary:

At the March 8 Village Board meeting staff was provided direction to initiate strategies to improve public parking in the Main Street/Town Center area that included the following: installing signage directing visitors to parking, engaging with the Library and American Legion to discuss utilizing of their lots for public parking, striping on-street parking spaces and engaging with the downtown businesses to identify opportunities to improve parking. The attached intergovernmental agreement and license agreement with the Roselle Library outlines the terms and conditions of the Village using the Library's parking lot for public parking. The following summarizes the key provisions of the Agreements:

- The agreement term is 365 days.
- The license fee amount is \$4,000, (which is approximately half the cost of snow removal services for the lot)
- Public parking will be allowed after the Library's regular hours of operations as follows:
 - Monday – Thursday 8:00 PM to 2:00 AM
 - Friday – Sunday 5:00 PM to 2:00AM
- Overnight parking will not be permitted.
- Roselle Police Department will be authorized to enforce certain parking restrictions within the lot.
- The Village will hold harmless and indemnify the Library for the public's use of its lot.
- The Village will install signage into the parking lot identifying the hours of public parking.

Implications:

Is this item budgeted? The fee of \$4,000 was not included in the Fiscal Year 2021 budget.

Any other implications to be considered? The following is an update on the additional strategies to improve downtown parking: 1) Staff is awaiting a response to the proposal submitted to the American Legion for the Village to use its parking lot for public parking; 2) Staff will stripe approximately 84 parallel parking spaces along the northside of Main Street between Howard and Spring and along Howard and Prospect from Maple Ave to Main. Furthermore, staff will bring back to the Village Board recommendations on changing parking restrictions currently in effect on portions of Howard and Prospect. Finally, staff is developing signage that will be installed around the downtown area directing visitors to available parking including the Maple lot, Library lot, and Village Hall lot.

Attachments:

Resolution

Intergovernmental and Parking License Agreements

RESOLUTION NO. 2021-

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF ROSELLE AND THE ROSELLE PUBLIC LIBRARY
DISTRICT CONCERNING A PARKING LICENSE ON THE LIBRARY PARKING LOT**

WHEREAS, the Village of Roselle (“Village”) wishes to obtain a license from the Roselle Public Library District (“Library”) for the use of its parking lot for public parking to serve visitors to the downtown area; and

WHEREAS, the Village and Library have memorialized and are prepared to enter into a an Intergovernmental and Parking License Agreement (hereinafter Agreement) to establish the terms, conditions, and mutual understandings of the use of the parking lot.

NOW, THEREFORE, be it resolved by the Mayor and Board of Trustees of the Village of Roselle, DuPage and Cook Counties Illinois as follows:

Section 1: The Intergovernmental and License Agreements attached to this Resolution as Exhibit 1 is hereby approved.

Section 2: The Mayor is hereby authorized to execute the Agreement which attached to this Resolution as Exhibit 1.

Section 3. Village staff and Village Attorney are authorized and directed to undertake any and all other tasks necessary, or in furtherance of, the Agreement.

Section 4. This resolution shall become effective immediately upon its adoption.

ADOPTED this 12th day of April, 2021

AYES:
NAYS:
ABSTAIN:
ABSENT:

Andrew J. Maglio, Mayor

ATTEST:

Patricia Burns, Village Clerk

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF ROSELLE AND THE ROSELLE PUBLIC LIBRARY
DISTRICT CONCEING A PARKING LICENSE
ON THE LIBRARY PARKING LOT**

This Intergovernmental Agreement (“Agreement”) made and entered into as of this 14th day of April, 2021 (“Effective Date”), by and between the **VILLAGE OF ROSELLE**, an Illinois non-home rule municipal corporation (“Village”) and the **ROSELLE PUBLIC LIBRARY DISTRICT**, an Illinois public library district (“Library”). From time to time, this Agreement may refer to the Village and Library individually as a “Party,” or together as “Parties”.

RECITALS

WHEREAS, this 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 Illinois Public Library District Act (75 ILCS 16/1-1, *et seq.*), and the Illinois Municipal Code (65 ILCS 5/1, *et seq.*); and

WHEREAS, the Library, owns, operates, controls or manages the facility commonly known as the Roselle Library Parking Lot (“Parking Lot”) located at 40 S. Park Street in Roselle, Illinois, as depicted and labeled as “Parking Lot” on Exhibit A; and

WHEREAS, the Village has requested that the Parking Lot be open for use by patrons of the “Town Center” area in the Village from time to time, not just Library patrons; and

WHEREAS, as consideration for opening the use of the Parking Lot to patrons of the Town Center area from time to time, the Village agrees to provide compensation in the amount set forth in the license agreement; and

WHEREAS, the Village and the Library have reviewed the terms and conditions set forth in this Agreement and finds them reasonable and appropriate with regard to the use of the Parking Lot;

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:

1. **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.

2. **Parking Lot License.** The Library shall grant a license to the Village for the use of the Parking Lot by Library patrons and patrons of the Town Center area, on the terms, and in the form, set forth in Exhibit B attached hereto and made a part hereof (“License Agreement”).

3. **Termination of Agreement.** This Agreement shall be in effect for a term of one (1) year from the Effective Date, unless terminated earlier. Either Party can terminate this agreement with at least 30 days written notice. If the Library terminates the agreement early, the Library shall refund to the Village the license fee on a pro-rata basis based upon the actual number of calendar days the Agreement is in effect. The term of this Agreement may be extended by mutual agreement between the Parties.

4. **Miscellaneous.** 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 any dispute regarding this Agreement. The exclusive venue for such purposes shall be the Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois.

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 and understandings, 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 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.

F. This agreement may not be assigned or transferred in any manner without the express written consent of both parties.

G. 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.

H. The Parties acknowledge that this Agreement 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.

I. 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.

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

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

MAP DEPICTING THE PARKING LOT



EXHIBIT B

LICENSE AGREEMENT

(attached)

LICENSE AGREEMENT

This License Agreement (the "Agreement") is entered into this 14th day of April, 2021 (the "Effective Date"), by and between the **ROSELLE PUBLIC LIBRARY DISTRICT**, an Illinois public library district (the "Library") and the **VILLAGE OF ROSELLE**, an Illinois home rule municipal corporation (the "Licensee"). The Library and the Licensee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, the Library owns the real property commonly known as 40 S. Park Street, Roselle, Illinois, as legally described and depicted in **EXHIBITS 1** and **2**, respectively, attached hereto and made a part hereof (the "Licensed Premises"); and

WHEREAS, the Licensee has agreed to provide compensation to the Library pursuant to the terms of the "Intergovernmental Agreement Between The Village Of Roselle And The Roselle Public Library District Concerning A Parking License On The Library Parking Lot (the "IGA") in return for the Library granting the license set forth herein to the Licensee; and

WHEREAS, the Library has determined that it is in the best interests of the Library to enter into this Agreement to allow Licensee to utilize the Licensed Premises, subject to certain terms and conditions contained in this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, representations and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereto agree as follows:

SECTION 1: LICENSE AND LIMITATIONS

1.1 Grant of License; Fee. The Library hereby grants to Licensee a non-exclusive revocable license (the "License") to occupy and use, subject to all of the terms, conditions and restrictions contained herein, the Licensed Premises, for limited public parking purposes only. Licensee shall pay the Library the sum of Four Thousand and No/100 Dollar (\$4,000.00) for a single three hundred sixty five (365) day term as the License fee.

1.2 Scope and Limitations of License. The License granted herein shall permit the use of the Licensed Premises on a limited and non-exclusive basis for public parking purposes, subject to the restrictions and requirements imposed by this Agreement, including, but not limited to, the following restrictions and requirements:

- A. The public parking permitted by the License shall be non-exclusive, the Library shall be permitted to use the Licensed Premises at all times, and:
1. Public parking shall be allowed on the Licensed Premises only on the following dates and times:

January 1 through December 31:
 2. The Library may from time to time designate the Licensed Premises as closed to public parking, upon no less than thirty (30) calendar days prior written notice to the Licensee, unless such notice is not feasible due to emergency or unforeseen circumstances. The Library may make such designations in an amount not to cumulatively exceed twenty (20) days in any single calendar year, except that closures of the Licensed Premises for maintenance and/or repairs thereto shall be excluded and not counted towards the limitation on the cumulative number of days in a single calendar year the Licensed Premises may be closed. Any closing of the licensed premises by the Licensor shall extend the lease term by the number of days of the closure.
 3. Overnight public parking on the Licensed Premises is prohibited. Vehicles parked overnight on the Licensed Premises may be ticketed and/or towed. The Licensee is authorized to enforce traffic and parking regulations on the Licensed Premises.
 4. The Licensee shall, at its own cost and expense, post signage on the Licensed Premises as determined and directed by the Library.
 5. The Licensee shall enforce the parking restrictions set forth herein as determined and directed by the Library.
 6. The Licensee is authorized to evaluate utilization of the Licensed Premises, including collecting traffic counts as it sees fit.
- B. Licensee shall not construct, build or place, or cause to be constructed, built or placed, any structures, permanent or otherwise, on the Licensed Premises, including, but not limited to, buildings, houses, dwellings, garages, sheds, shelters and/or other structures of a permanent or semi-permanent nature, unless approved by the Library as set forth in Section 1.2.C. below, or unless otherwise approved by this Agreement.
- C. Licensee shall have the right to request permission from the Library to make improvements to the Licensed Premises, provided that the costs for the

requested improvements are first paid for in full by Licensee. Any such improvements, if made by the Library, shall be made at the sole cost and expense of Licensee. Any such improvements shall be removed by Licensee, at Licensee's sole cost and expense, in the event that this License is terminated or not renewed, unless otherwise directed by the Library. In the event that Licensee fails to remove said improvements, and the Library is required to do so, the Library's costs associated with any such removal shall be a debt due and owing from Licensee to the Library.

D. Licensee shall refrain from using the Licensed Premises in any unreasonable, unsafe and/or illegal manner, and shall at all times use the Licensed Premises in full compliance with all applicable provisions of this Agreement, the Roselle Municipal Code, and all Federal, State of Illinois, and other local laws, ordinances, regulations, rules and directives.

1.3 Term of License. Unless sooner terminated by agreement of the Library and Licensee, this Agreement shall remain in effect for three hundred sixty five (365) days and may be extended and/or amended thereafter by both parties' written consent.

1.4 Non-Assignability of License. The License is personal and shall not be assigned and/or transferred to any other person or entity without the expressed written consent of the Library, which consent may be withheld in the Library's sole and absolute discretion.

SECTION 2: TERMINATION AND EXPIRATION

2.1 Termination. This Agreement shall terminate by its terms at its effective date of expiration. Said License is for the temporary permissive use of the Licensed Premises only and creates no property and/or other interest in the Licensed Premises on the part of, or for the benefit of, Licensee.

2.2 Notice of Termination. No written or other notice shall be required when this Agreement expires.

SECTION 3: NOTICES

3.1 Delivery and Effective Date. Notice or other writings which either Party is required to, or may wish to, serve upon the other Party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

(A) If to the Library:

Samantha Johnson, Library Director
Roselle Public Library District

40 S. Park Street
Roselle, Illinois 60172

With a copy to: Gregory T. Smith
Klein, Thorpe & Jenkins, Ltd.
20 N. Wacker Drive, Suite 1660
Chicago, Illinois 60606

(B) If to the Licensee:
Village Administrator
Village of Roselle
31 S. Prospect Street
Roselle, Illinois 60172

or to such other address, or additional parties, as either Party may from time to time designate in a written notice to the other Party. 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 4: MISCELLANEOUS PROVISIONS

4.1 Indemnification and Insurance. Licensee covenants and agrees to indemnify the Library and its elected officials, officers, agents and employees from and against any and all claims, losses, lawsuits, actions, injuries, accidents, costs and/or expenses (including reasonable attorneys' fees) for damages to person(s) or property arising out of or in relation to the acts or omissions of Licensee, or Licensee's officers, agents, contractors or employees, relative to the use, maintenance or repair of the Licensed Premises, for the term of this Agreement, but not for acts or omissions occurring after the early termination of this Agreement by either Party. Licensee shall maintain liability insurance coverage for the Licensed Premises from the commencement of the term of this Agreement until its termination, in an amount acceptable to the Library, and shall provide the Library with a certificate of insurance describing such insurance coverage within thirty (30) days after the commencement of the term of this Agreement, and shall update same, as necessary thereafter, during the term of this Agreement. Such insurance coverage shall name the Library, its elected officials, officers, agents and employees as additional insureds, and shall provide that the insurance coverage provided by Licensee shall be primary to any insurance coverage of the Library. Failure of Licensee to provide such insurance certificate, within ten (10) business days after notice from the Library of Licensee's failure to provide a current certificate of insurance, shall terminate this Agreement without further action by either Party.

4.2 Severability of Agreement. The terms and conditions set forth in this Agreement shall be severable. In the event that any of the provisions contained herein are

declared by a court of competent jurisdiction to be inconsistent with federal, state or local law, or otherwise unenforceable for any reason whatsoever, the remaining provisions shall remain in full force and effect as to the Parties.

4.3 Counterparts. This Agreement may be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

4.4 Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them regarding the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

4.5 Effective Date. This Agreement shall be deemed dated and become effective on the date on which the last of the Parties executes this Agreement, which date shall be inserted on page 1 of this Agreement.

LICENSEE:

VILLAGE OF ROSELLE

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

LIBRARY:

ROSELLE PUBLIC LIBRARY DISTRICT

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

EXHIBIT 1
to the License Agreement

Legal Description of the Licensed Premises

PARCEL 2:

LOT 8 AND THE NORTH HALF 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 QUARTER OF THE SOUTHEAST QUARTER 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.

P.I.N.s: 02-03-403-004 AND 02-03-403-005

Common Address: 40 S. Park Street Roselle, IL 60172

PARCEL 3:

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 QUARTER OF THE SOUTHEAST QUARTER 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. PINS:

P.I.N.s: 02-03-403-009 AND 02-03-403-010

Common Address: 40 S. Park Street Roselle, IL 60172

