

RESOLUTION NO. R-2013-28

ORIGINAL

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF MAYWOOD AND
THE MAYWOOD PUBLIC LIBRARY DISTRICT FOR A
SHORT-TERM LOAN FOR LIBRARY OPERATIONS AND PROGRAMS**

WHEREAS, the President and Board of Trustees of the Village of Maywood (the "Village") desire to enter into an intergovernmental agreement entitled "INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE MAYWOOD PUBLIC LIBRARY DISTRICT FOR A SHORT-TERM LOAN FOR LIBRARY OPERATIONS AND PROGRAMS" (the "IGA") to allow the Village to make a **short-term loan in an amount not to exceed One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00)** (the "Loan") to the Maywood Public Library District (the "Library District") for Library operations and programs. A copy of the IGA is attached hereto as **Exhibit "A"** and made a part herof; and

WHEREAS, Article VII, Section 10(a) of the Illinois Constitution of 1970 authorizes units of local government to contract to exercise, combine or transfer any power or function not prohibited to them by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation 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; and

WHEREAS, the Library District is a public library district, established pursuant to the Public Library District Act (75 ILCS 16/ 1-1 *et seq.*), and is a unit of local government having the power to enter into an agreement with another unit of local government. The Library District is currently experiencing financial hardship in that it cannot continue to fund the current operations and programs of its Library facilities without the assistance of the Village in making available the Loan; and

WHEREAS, the Village is willing and able to assist the Library District in this emergency situation by providing temporary funding to the Library District for approved operating and program costs from its General Fund by providing the Loan to the Library District and has agreed to comply with the terms set forth in the attached IGA (**Exhibit "A"**); and

WHEREAS, the Library District has requested the Loan from the Village and has further agreed to comply with the terms set forth in the attached IGA (**Exhibit "A"**); and

WHEREAS, the President and Board of Trustees of the Village of Maywood, a home rule Illinois municipal corporation, have the authority to enter into the IGA pursuant to their home rule powers as provided by Article VII, Sections 6 and 10(a) of

the Illinois Constitution of 1970, and find that entering into the IGA is in the best interests of the Village and its residents, property owners and business owners.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, ILLINOIS, PURSUANT TO ITS HOME RULE POWERS AS PROVIDED BY ARTICLE VII, SECTIONS 6 AND 10(a) OF THE ILLINOIS CONSTITUTION OF 1970, AS FOLLOWS:

SECTION 1: Each of the recitals in the Whereas paragraphs set forth above are material provisions and are incorporated into Section 1 of this Resolution.

SECTION 2: The President and Board of Trustees of the Village of Maywood approve an agreement entitled "INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND THE MAYWOOD PUBLIC LIBRARY DISTRICT FOR A SHORT-TERM LOAN FOR LIBRARY OPERATIONS AND PROGRAMS" to allow the VILLAGE to make a **short-term loan in an amount not to exceed One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00)** (the "Loan") for Library operations and programs (the "IGA"), a copy of which is attached hereto as **Exhibit "A"** and made a part hereof. Further, the President and Board of Trustees of the Village of Maywood authorize and direct the Village President and Clerk, or their designees, to execute the IGA, and to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under the IGA.

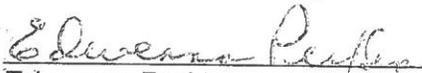
ADOPTED this 19th day of November, 2013, pursuant to a roll call vote as follows:

AYES: Mayor E. Perkins, Trustees C. Ealey-Cross, A. Jaycox, A. Dorris, M. Rogers and R. Rivers

NAYS: None

ABSENT: Trustee M. Lightford

APPROVED this 19th day of November, 2013, by the Village President of the Village of Maywood, and attested by the Village Clerk, on the same day.



Edwenna Perkins, Village President

ATTEST:



Viola Mims, Village Clerk

Exhibit "A"

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF MAYWOOD AND
THE MAYWOOD PUBLIC LIBRARY DISTRICT FOR A
SHORT-TERM LOAN FOR LIBRARY OPERATIONS AND PROGRAMS**

(attached)

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF MAYWOOD AND
THE MAYWOOD PUBLIC LIBRARY DISTRICT FOR A
SHORT-TERM LOAN FOR LIBRARY OPERATIONS AND PROGRAMS**

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ____ day of November, 2013, by and between the VILLAGE OF MAYWOOD ("VILLAGE"), a home rule Illinois Municipal Corporation, and the MAYWOOD PUBLIC LIBRARY DISTRICT ("LIBRARY DISTRICT"), an Illinois unit of local government, ("IGA") for the purpose allowing the VILLAGE to make a **short-term loan in an amount not to exceed One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00)** ("Loan") to the LIBRARY DISTRICT for Library operations and programs.

WITNESSETH

WHEREAS, Article VII, Section 10(a) of the Illinois Constitution of 1970 authorizes units of local government to contract to exercise, combine or transfer any power or function not prohibited to them by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) authorizes units of local government to exercise jointly with any public agency of the State of Illinois, 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; and

WHEREAS, the LIBRARY DISTRICT is a public library district established pursuant to the Public Library District Act (75 ILCS 16/ 1-1 *et seq.*) and is a unit of local government having the power to enter into an agreement with another unit of local government. The LIBRARY DISTRICT is currently experiencing financial hardship in that it cannot continue to fund the current operations and programs of its Library facilities ("Library Operations and Program Expenses") without the assistance of the VILLAGE in making available the Loan; and

WHEREAS, the VILLAGE is willing and able to assist the LIBRARY DISTRICT in this emergency situation by providing temporary funding to the LIBRARY DISTRICT for approved operating and program costs from its General Fund by providing the Loan to the LIBRARY DISTRICT and further agrees to comply with the terms set forth below in this IGA; and

WHEREAS, the LIBRARY DISTRICT has requested the Loan from the VILLAGE and has further agreed to comply with the terms set forth below in this IGA; and

WHEREAS, the corporate authorities of the VILLAGE and the LIBRARY DISTRICT have taken all required statutory and corporate action necessary to approve entering into this IGA and have further authorized the respective signatories to execute this IGA on the signature page set forth below; and

WHEREAS, it is in the mutual best interests of the VILLAGE and LIBRARY DISTRICT to enter into this IGA.

ARTICLE I. UNDERTAKINGS ON THE PART OF THE PARTIES

The obligations and responsibilities of the VILLAGE and the LIBRARY DISTRICT shall be as follows:

1. Each of the Whereas paragraphs set forth above are incorporated into this Article I as material provisions of the IGA.
2. The VILLAGE agrees to provide a **short-term loan in an amount not to exceed One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00)** to the LIBRARY DISTRICT (the "Loan Amount"), to be used exclusively to pay for the Library Operations and Program Expenses that are set forth in the attached budget for said expenses as prepared by the LIBRARY DISTRICT ("Budget"). A copy of the Budget is attached hereto as **Exhibit "A"** and made a part hereof. The term "Library Operations and Program Expenses" shall include only the following items: payment of regular wages and benefits to existing full-time and part-time LIBRARY DISTRICT employees for time spent working at the LIBRARY when it is open to the public, payments to vendors and contractors who conduct LIBRARY-related programs and events that are open and available to the public, payment of utility bills (gas, electric, water, internet, cable, etc.), and payment of subscriptions to printed and electronic newspapers, books, magazines and other reading materials. The term "Library Operations and Program Expenses" shall not include wages, benefits, stipends or reimbursements of food, travel or business expenses of any kind for any LIBRARY DISTRICT officials, and shall not include reimbursements of food, travel or business expenses of any kind for any LIBRARY DISTRICT employees or volunteers.
3. The LIBRARY DISTRICT agrees to repay the Loan Amount as follows:
 - A. Repayment of the outstanding Loan Amount to the VILLAGE shall be made in two (2) equal payments, as noted in subsection 2(B) below, during calendar year 2015 with the LIBRARY DISTRICT'S receipt of its first and second annual installments of the 2014 property tax levy revenues collected in calendar year 2015, which will include the incremental property tax revenue associated with the dissolution of the St. Charles Road TIF District Allocation Fund. The LIBRARY DISTRICT shall include a budget line item in its Annual Budget covering calendar year 2015 ("2015 Annual Budget") for the repayment of the outstanding Loan Amount, as required in this IGA, and shall further reserve in its 2015 Annual Budget all anticipated incremental property tax revenue associated with the dissolution of the St. Charles Road TIF District Allocation Fund for the timely repayment obligations of the Loan Amount as set forth in this IGA. A certified copy of the 2015 Annual Budget shall be provided to the VILLAGE Manager within ten (10) calendar days of its adoption and approval by the LIBRARY DISTRICT.
 - B. The LIBRARY DISTRICT shall repay fifty percent (50%) of the outstanding Loan Amount to the VILLAGE on or before the forty-fifth (45th) day after the issuance of the first installment of real estate property tax bills by Cook County in calendar year 2015. The LIBRARY DISTRICT shall repay fifty percent (50%) of the outstanding Loan Amount to the VILLAGE on or before the forty-fifth (45th) day after the issuance of the second installment of real estate property tax bills by Cook County in calendar year 2015.

- C. If the property tax revenues are not sufficient to satisfy the repayment of the Loan Amount in its entirety by October 15, 2015, then the LIBRARY DISTRICT agrees that the VILLAGE is authorized to retain that portion of the LIBRARY DISTRICT'S share of the personal property replacement tax received by the VILLAGE in calendar year 2015, which is reserved for and payable to the LIBRARY DISTRICT, to repay the remaining balance on the Loan Amount. If the full amount of the LIBRARY DISTRICT'S share of personal property replacement tax funds for calendar year 2015 is inadequate to satisfy the outstanding Loan Amount after being retained by the VILLAGE, then the LIBRARY DISTRICT shall pay the remaining balance due from its 2015 property tax levy revenues and its share of personal property replacement tax funds for calendar year 2016 in accordance with the same priority of payment and terms contained in this Section 3 and its subsection 3A, 3B, and 3C, except that the "fifty percent (50%)" term shall be changed to "one hundred percent (100%)."
- D. There is no pre-payment penalty.
4. The primary source of funds for the Loan is the VILLAGE'S General Fund. All of the funds from the VILLAGE'S General Fund or other permissible VILLAGE funding sources, excluding TIF District funds, that are disbursed to the LIBRARY DISTRICT under this IGA shall become part of the outstanding Loan Amount that the LIBRARY DISTRICT agrees it is obligated to repay to the VILLAGE in accordance with the terms of this IGA.
5. In the event the LIBRARY DISTRICT plans to conduct activities that qualify as TIF-eligible reimbursement expenses (e.g., job training), then the Budget may identify those activities and anticipated expenses and costs. Any TIF funds expended on activities included in the Budget (**Exhibit "A"**), which are conducted at the LIBRARY DISTRICT'S facilities or in conjunction with the LIBRARY DISTRICT that qualify as TIF-eligible reimbursement expenses (e.g., job training), will not be considered funds that are part of the Loan Amount and the LIBRARY DISTRICT shall not be obligated to repay the VILLAGE such expended TIF funds. The Parties may also enter into a separate agreement that deals with programs that are TIF-eligible reimbursements.
6. The Loan will not be paid to the LIBRARY DISTRICT in a lump-sum manner. The Loan Amount shall be disbursed in **monthly increments not to exceed Thirty Thousand and No/100 Dollars (\$30,000.00)** by the VILLAGE to the LIBRARY DISTRICT as follows:
- A. The LIBRARY DISTRICT shall file a written request for Loan funds using the form attached to this IGA as **Exhibit "B"** ("Request for Payment"). At the time of submittal, the form shall be fully completed, executed by the President of the LIBRARY DISTRICT, or the Executive Director, and shall contain supporting documents to justify the amount of payment requested and the specific, actually incurred Library Operations and Program Expenses for which the payment is sought. Each Request for Payment filed by the LIBRARY DISTRICT shall be certified as to its accuracy and completeness in regard to the accompanying bills, invoices, timesheets, program specifications and other evidence as the VILLAGE shall reasonably require to verify that the payment of Loan funds under this IGA is warranted because the Library Operations and Program Expenses are an

eligible LIBRARY DISTRICT operational activity or program that is set forth in the Budget (**Exhibit "A"**).

- B. If the LIBRARY DISTRICT requests an advanced payment prior to actually incurring certain Library Operations and Program Expenses, the VILLAGE, in its sole discretion, may deny the request or may make a direct payment to the contractor or vendor of the LIBRARY DISTRICT, but only in the instance where the contractor or vendor requires a deposit and the LIBRARY DISTRICT verifies to the VILLAGE that it does not have adequate funds to pay the deposit.
- C. The VILLAGE is not be obligated to pay to the LIBRARY DISTRICT any Loan funds for Library Operations and Program Expenses that pre-date the approval of this IGA by the VILLAGE or that are not included on the Budget or that relate to Library Operations and Program Expenses to be incurred beyond the "Loan Funding Cutoff Date" defined below in subsection 6(H).
- D. The Finance Director, or his or her designee, shall have ten (10) days after receipt of any Request for Payment to review a completed Request for Payment and accompanying documentation, and confirm that the stated Library Operations and Program Expenses are contained within with the Budget (**Exhibit "A"**) and eligible items for payment under this IGA. The Finance Director shall recommend to the Village Manager either approval or denial of some or all of the expenditures for which payment is sought in the Request and, if denied in whole or in part, the VILLAGE shall provide to the LIBRARY DISTRICT in writing an explanation of the denial. In the event of a denial, the LIBRARY DISTRICT may provide additional documentation to substantiate the denied portion of the payment request within thirty (30) days of the denial notice or that payment shall not be approved by the Village Board.
- E. The Village Manager will forward each Request for Payment, or portion thereof, that receives the Finance Director's approval to the Village Board at the next available Regular Village Board Meeting for approval. Payment shall be made by the VILLAGE directly to the LIBRARY DISTRICT, unless the VILLAGE, in its sole discretion, decides to make a direct payment to a contractor or vendor of the LIBRARY DISTRICT. The VILLAGE shall retain copies of the Requests for Payment and accompanying documentation, and the originals shall remain with the LIBRARY DISTRICT.
- F. The disbursement of Loan funds shall commence only after the approval and execution of this IGA by both Parties, pursuant to the requirements as listed above. Disbursements shall occur only during the time period of the "Effective Date" of the IGA and April 15, 2014. The "Effective Date" of the IGA is the date that the last signatory executes and dates the IGA.
- G. The VILLAGE shall pay the approved disbursement of Loan funds to the LIBRARY DISTRICT within seven (7) business days after the next regular meeting of the President and Village Trustees, subject to the availability of the VILLAGE funds to fulfill the approved disbursement. In the event that the VILLAGE Finance Director determines that the VILLAGE does not have sufficient cash in the General Fund to pay, in full or in part, an approved disbursement of

Loan funds within the seven (7) business day period due to a low cash balance in the General Fund that will not allow for the payment to be made given other prior issued checks and/or previously committed electronic withdrawals that are pending and/or the need to first make payment on its own contractual obligations and commitments, the VILLAGE shall pay the disbursement as soon as practicable once adequate cash is available in the General Fund. The LIBRARY DISTRICT agrees to waive all of its rights, recourse, claims or causes of action under this IGA or under any other legal theory that could be brought against the VILLAGE for a late payment of any approved disbursement of Loan funds due to the VILLAGE'S own cash flow issues or the need to first make payment on its own contractual obligations and commitments.

- H. Because it is anticipated that the LIBRARY DISTRICT shall begin to receive funds from the first installment of Cook County property taxes in late March 2011, the obligation of the VILLAGE to make additional disbursements under this IGA will terminate at the time that the full Loan Amount is paid out or on April 15, 2014, whichever occurs first. No Request for Payment will be accepted after April 15, 2014 and the LIBRARY DISTRICT shall not request any Loan funds for Library Operations and Program Expenses that relate to matters to be conducted or incurred after April 15, 2014. The April 15, 2014 date is referred to as the "Loan Funding Cutoff Date."
7. Upon execution of this IGA and in addition to the repayment obligations set forth above, the LIBRARY DISTRICT consents to and/or agrees to take the following actions to secure the repayment of the Loan Amount:
- A. The LIBRARY DISTRICT agrees that the final Loan Amount received by it under this IGA shall be secured by a lien on the vacant land owned by the LIBRARY DISTRICT, which is immediately north of the Library building and is commonly known as 115 South 5th Avenue, Maywood, Illinois 60153 ("Vacant Lot"). The VILLAGE shall file a certified copy of this IGA with the Cook County Recorder of Deeds Office ("CCRD") against title to the Vacant Lot, at the LIBRARY DISTRICT'S cost. After the final Loan Amount is established and without prior notice or further approvals of the Parties, the VILLAGE shall file with the CCRD against title to the Vacant Lot a certified lien notice that identifies the final Loan Amount due and owing under this IGA, at the LIBRARY DISTRICT'S cost. Upon repayment of the Loan Amount in full, the VILLAGE agrees to promptly file a release of the lien notice and this IGA with the CCRD against title to the Vacant Lot, at the LIBRARY DISTRICT'S cost. If the LIBRARY DISTRICT defaults on its repayment obligations under this IGA, the VILLAGE may foreclose on the lien created under this IGA by using the lien foreclosure laws available to municipalities under the Illinois Municipal Code or the Illinois Compiled Statutes.
 - B. At the time of delivery of the executed IGA to the VILLAGE, the LIBRARY DISTRICT, in writing, shall disclose to the VILLAGE each of its lenders and banks, their business addresses and contact information for lender / bank contact persons that it currently maintains accounts that receive real estate property tax funds from Cook County. The LIBRARY DISTRICT agrees to execute duplicate original letters of direction to each of those lenders and banks to advise them of the repayment obligations of the LIBRARY DISTRICT under this IGA. The

purpose of the letter of direction is to ensure that the lenders and banks are directed in advance to release the required repayments at the time they are due to be paid under Section 3 of this IGA. The executed letters of direction shall be provided to the VILLAGE. One set of the executed letters of direction and certified, fully executed copies of this IGA shall be delivered to each lender and bank by the VILLAGE. The purpose of the letter of direction is to ensure that the lenders and banks release the required repayments at the time they are due to be paid under this IGA without any further direction or authorization from the LIBRARY DISTRICT. In the event that the LIBRARY DISTRICT moves any of these accounts to other lending institutions, the LIBRARY DISTRICT is required to provide written notice of the transfer of accounts to the VILLAGE within ten (10) calendar days of the transfer and shall be obligated to execute and file with the new lender or bank the letter of direction and a certified copy of this IGA. The template letter of direction is attached hereto as **Exhibit "C"** and made a part hereof.

- C. Pursuant to VILLAGE Ordinance Number CO-2013-43 approved on October 30, 2013, the VILLAGE will dissolve the St. Charles Road Tax Increment Financing District Allocation Fund on December 31, 2014. It is anticipated that there will be no surplus of incremental property tax revenue at the time of dissolution of the St. Charles Road Tax Increment Financing District Allocation Fund. In the event the VILLAGE does declare a surplus of incremental property tax revenue payable to each of the impacted taxing entities, the LIBRARY DISTRICT agrees that the VILLAGE shall retain the portion of surplus incremental property tax revenue that is payable to the LIBRARY DISTRICT and immediately apply the funds to reduce the outstanding Loan Amount.
8. The LIBRARY DISTRICT'S Budget (**Exhibit "A"**) may only be amended or modified upon the approval of the Village Board, which approval may be withheld for any reason.
9. The LIBRARY DISTRICT shall undertake such budgetary and austerity provisions to ensure that it improves its financial situation from that in which it currently operates as set forth in the attached Austerity Plan attached as **Exhibit "D"**.
10. As a material inducement for the VILLAGE to enter into this IGA, the LIBRARY DISTRICT, at its cost, agrees to defend, indemnify and hold harmless the VILLAGE and the VILLAGE'S president and trustees, appointed and elected officials, employees, attorneys, agents, representatives and volunteers from and against any and all claims, actions, suits, damages, judgments, costs, expenses and liabilities of any kind, including the reasonable fees and expenses of any VILLAGE-selected attorneys, expert witnesses, staff time and consultants, and court costs and fines, asserted against them or sought to be imposed upon them, individually, jointly or severally, and which arise directly or indirectly out of or in connection in any way with this IGA or any third party seeking to challenge the validity of this IGA or seeking to attach a lien or foreclose on a lien in regard to the Loan funds or to compel payment of Loan funds or other VILLAGE funds to pay debts, liabilities and obligations of the LIBRARY DISTRICT. The VILLAGE, at the LIBRARY DISTRICT'S cost, shall select its own attorneys to defend itself in any such administrative or legal action covered by this provision.

In the event that any third party or parties institutes any administrative or legal proceedings against the LIBRARY DISTRICT and/or the VILLAGE, which relate to the terms of this IGA, then, in that event, the LIBRARY DISTRICT shall indemnify and hold harmless the VILLAGE from any and all such proceedings, including any damages, judgments or losses, and the litigation costs and expenses and legal fees and witness costs incurred by the VILLAGE relative to such proceedings. Upon receiving notice of any such legal proceedings, the VILLAGE, through its own selected attorneys, shall assume, fully and vigorously, the entire defense of such lawsuit or proceedings, and the LIBRARY DISTRICT shall pay any and all litigation-related costs, expenses and legal fees relating thereto. The LIBRARY DISTRICT shall reimburse the VILLAGE from time to time, upon written demand and notice of the amount due for any and all reasonable out-of-pocket costs and expenses, including but not limited to court costs, reasonable attorneys' fees, witnesses' fees and/or other litigation expenses incurred by the VILLAGE in connection therewith.

If the LIBRARY DISTRICT determines that there is, or may probably be, a conflict of interest between the VILLAGE and the LIBRARY DISTRICT on an issue of material importance to the LIBRARY DISTRICT, or which may reasonably have a potentially substantial adverse effect on the LIBRARY DISTRICT, then the LIBRARY DISTRICT, at its own cost, shall have the option of being represented by its own legal counsel.

In the event the VILLAGE institutes legal proceedings against the LIBRARY DISTRICT for a breach of this IGA, or any term or condition hereof, and secures a judgment in its favor, the court having jurisdiction thereof shall determine and include in any judgment against the LIBRARY DISTRICT all costs and expenses of such legal proceedings incurred by the VILLAGE, including but not limited to court costs, attorneys' fees and witnesses' fees incurred in connection therewith. Either party may, in its sole discretion, appeal any judgment rendered in relation thereto.

11. The Parties each retain the right to enforce the terms of this IGA in any civil or equitable legal action, but, in consideration of the VILLAGE entering into this IGA to provide financial assistance to the LIBRARY DISTRICT, the LIBRARY DISTRICT agrees to waive any cause of action or claims of any kind, including but not limited to actions for punitive damages, economic or non-economic damages or compensatory losses of any kind or legal fees that could be brought against the VILLAGE relating to or arising out this IGA. In consideration of the VILLAGE entering into this IGA to provide financial assistance to the LIBRARY DISTRICT, the LIBRARY DISTRICT agrees, in the event that it defaults in its repayment obligations under this IGA and the VILLAGE prevails in any administrative or legal action to enforce this IGA, the repayment obligations or to recover the Loan Amount, that it shall also be responsible for payment of the VILLAGE'S reasonable legal fees and expenses of its attorneys, expert witnesses, staff time and consultants, and court costs and fines.

ARTICLE II. ADDITIONAL PROVISIONS APPLICABLE TO BOTH PARTIES

1. All notices and requests required pursuant to this IGA shall be sent via certified mail, return receipt requested, and addressed as follows:

<p>To the VILLAGE:</p> <p>William Barlow Village Manager Village of Maywood 40 East Madison Street Maywood, Illinois 60153</p> <p>(p) 708/450-6301 (f) 708/681-8811</p>	<p>To the LIBRARY DISTRICT:</p> <p>Mr. Stan Huntington Library Director Maywood Public Library District 121 South 5th Avenue Maywood, Illinois 60153</p> <p>(p) 708/343-1847 (f) 708/</p>
<p>With a Copy to:</p> <p>Michael T. Jurusik Klein, Thorpe and Jenkins, Ltd. 20 North Wacker Drive, Suite 1660 Chicago, Illinois 60606-2903</p> <p>(p) 312/984-6400 (f) 312/984-6444</p>	<p>With a Copy to:</p> <p>XXXX</p>

or to such other persons or such other addresses as the parties may indicate in writing, by providing at least thirty (30) days written notice to the other.

2. This IGA shall be construed and enforced in accordance with the laws of the State of Illinois.
3. This IGA shall inure to the benefit of, and shall be binding upon, the VILLAGE and the LIBRARY DISTRICT, and their respective successors and assigns.
4. This IGA shall not be interpreted or construed to provide that the VILLAGE is liable in any manner for any of the debts, liabilities or obligations of any kind of the LIBRARY DISTRICT, including, but not limited to, its debts, liabilities or obligations in regard to Seaway Bank, any other lender or bank, or any other vendor, contractor, supplier or consultant. The LIBRARY DISTRICT shall not promise or pledge any portion of the Loan Amount to Seaway Bank, any other lender or bank, or any other vendor, contractor, supplier or consultant to secure services of any kind or to satisfy any debts, liabilities or obligations of any kind of the LIBRARY DISTRICT.
5. Failure of any party to this IGA to insist upon the strict and prompt performance of the terms, covenants, agreements and/or conditions set forth herein, or any of them, upon any other party imposed, shall not constitute or otherwise be construed as a waiver or relinquishment of any party's right thereafter to enforce any such term, covenant, agreement and/or condition, but the same shall continue in full force and effect.
6. The respective VILLAGE and LIBRARY DISTRICT officers who have executed this IGA warrant that they have been lawfully authorized by the governing Boards of the VILLAGE and the LIBRARY DISTRICT to execute this IGA on behalf of the VILLAGE and the

LIBRARY DISTRICT. The VILLAGE and the LIBRARY DISTRICT shall, upon request, deliver to each other copies of any and all documents reasonably required to legally evidence the authority to so execute this IGA on behalf of the respective parties.

7. This IGA may be executed in two or more counterparts, each of which taken together shall constitute one and the same instrument.
8. If any provision of this IGA is held invalid by a court of competent jurisdiction, or in the event such a court shall determine that the VILLAGE or LIBRARY DISTRICT does not have the power to perform any such provision, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein, and such judgment or decree shall relieve the VILLAGE or the LIBRARY DISTRICT from performance under such invalid provision of this IGA.
9. The LIBRARY DISTRICT and the VILLAGE shall act in good faith and take all necessary actions to cooperate with each other to fulfill their mutual obligations under this IGA.
10. This IGA will terminate at the time that the LIBRARY DISTRICT fully satisfies and fulfills its repayment obligations regarding the Loan Amount and other amounts due the VILLAGE under this IGA.
11. This IGA shall be signed last by the VILLAGE, and the Village President shall affix the date on which she signs this IGA on page 1 hereof, which date shall be the effective date of this IGA.

IN WITNESS WHEREOF, this IGA is effective as of the date and year first written above.

VILLAGE OF MAYWOOD

MAYWOOD PULBIC LIBRARY DISTRICT

By: _____
Edwenna Perkins
Village President

By: _____
Name: _____
Library President

Date: _____, 2013

Date: _____, 2013

ATTEST:

ATTEST:

By: _____
Viola Mims
Village Clerk

By: _____
Name: _____
Title: _____

Date: _____, 2013

Date: _____, 2013

Exhibit "A"

**Budget Prepared by the Library District
In Regard to Anticipated Operating Expenses and Program Costs**

(attached)

EXPENDITURES		2014 BUDGET	2014 NEW BUDGET	2015 BUDGET
1	Membership Dues	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
2	Publicity	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
3	Public Programming	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00
4	Special Events	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00
5	Travel/Library Meetings	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00
6	Travel/Staff	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00
7	Mileage - Library Meetings	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00
	EDUCATION/TRAINING	\$ 27,500.00	\$ 27,500.00	\$ 12,000.00
1	Hospitalization	\$ 90,000.00	\$ 90,000.00	\$ 65,000.00
2	IMRF employer portion	\$ 80,000.00	\$ 60,000.00	\$ 40,000.00
3	Salaries *	\$ 650,000.00	\$ 520,000.00	\$ 400,000.00
	EMPLOYEE BENEFITS	\$ 820,000.00	\$ 670,000.00	\$ 505,000.00
	Legal Fees	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00
1	Audit	\$ 5,800.00	\$ 5,800.00	\$ 5,800.00
2	Insurance-Liability	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
3	Insurance-Unemployment	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00
4	Insurance Workman's Comp.	\$ 3,225.00	\$ 3,225.00	\$ 3,225.00
5	Social Security Taxes	\$ 55,000.00	\$ 40,000.00	\$ 32,500.00
	LEVIED ITEMS	\$ 97,025.00	\$ 82,025.00	\$ 76,525.00
1	Audio Visual *	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
2	Bindery	\$ 500.00	\$ 500.00	\$ 500.00
3	Books	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
4	Books Lost to MLS	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
5	Databases	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
6	Office/Book Supplies	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
7	Janitorial Supplies	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
8	Library Supplies /Light Bulbs	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
9	Microfilm	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
10	Local History	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
11	Periodicals	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
12	Food	\$ 3,500.00	\$ 3,500.00	\$ 1,000.00
13	Vending Machine	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
14	Software	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
15	Technology	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
	LIBRARY MATERIALS	\$ 115,000.00	\$ 115,000.00	\$ 112,500.00
	AND OBLIGATIONS			
1	Postage	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
2	Printing and Related Costs	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
3	Purchase of Equipment	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
4	Rental of Equipment	\$ 100.00	\$ 100.00	\$ 100.00
5	Bank Fees	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
6	Capitol Bldg. Project	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
	TIF Grant	\$ 65,000.00	\$ 65,000.00	\$ -
	LIBRARY OPERATIONS	\$ 90,600.00	\$ 90,600.00	\$ 25,600.00
1	Contract Maintenance	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00
2	General Main of Building	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
3	Maintenance Of Equipment	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
4	Professional Services	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00
5	MLS SWAN Maintenance	\$ 22,400.00	\$ 22,400.00	\$ 22,400.00
	MAINTENANCE	\$ 179,900.00	\$ 179,900.00	\$ 179,900.00
1	Electricity	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
2	Fuel-Gas	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00

3	Telephone	\$ 7,000.00
4	Water	\$ 5,000.00
	UTILITIES	\$ 157,000.00
	TOTAL	\$ 1,497,025.00

\$ 7,000.00
\$ 5,000.00
\$ 157,000.00

\$ 7,000.00
\$ 5,000.00
\$ 157,000.00

\$ 1,332,025.00

\$ 1,088,525.00

	INCOME	2015 BUDGET
1	FINES	\$ 2,000.00
2	GRANT INCOME	\$ 13,000.00
3	PER CAPITA GRANT	\$ 30,000.00
4	INTEREST INCOME	\$ 100.00
5	TIF GRANT	\$ -
6	INCOME	\$ 45,100.00
7		
8		
	PERSONAL PROP R TAX	\$ 70,000.00
7	PROPERTY TAXES	1,362,000.00
	LEVIED INCOME	\$ 1,432,000.00
	LOST AND PAID	\$ 500.00
1	DONATIONS	\$ 100.00
2	BOOK SALES	\$ 300.00
3	COMPUTER SALES	\$ 400.00
4	COPY MACHINE	\$ 2,500.00
5	FAX MACHINE	\$ 1,000.00
6	GENERAL MISCELLANY	\$ 5,000.00
7	GENERAL SALES	\$ 25.00
8	VENDING MACHINE	\$ 1,000.00
9	VIDEO RENTALS	\$ 2,000.00
10	E-RATE INCOME	\$ 3,000.00
11	SALES	\$ 15,325.00
	BANK LOAN	\$ -
	VILLAGE LOAN	\$ -
	BOND	\$ -
1	TOTALS	\$ 1,492,925.00
2		
3		
4		
5		
1		
2		
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4		

Exhibit "B"

Request for Payment

(attached)

**Form of
Request For Payment**

[Date]

Village of Maywood
40 East Madison Street
Maywood, Illinois 60153
Attention: Village Engineer

**Re: Intergovernmental Agreement, dated _____, 2013 Between
the Village of Maywood and the Maywood Public Library District**

Request For Payment # _____

1. REASON FOR PAYMENT/BUDGET LINE #: _____
2. AMOUNT TO BE DISBURSED: \$ _____
3. The amount requested above will be used to reimburse the Library District for specific operating expenses or program costs that are itemized on the attached Schedule of Library District Operating Expenses and Program Costs, which operating expenses or program costs are contained in the Library District Budget (**Exhibit "B"** attached to the Intergovernmental Agreement).
4. The undersigned certifies that he/she has submitted with this Request for Payment true and accurate copies of bills, invoices, timesheets, program specifications, operating expenses and program costs, and other evidence for which Loan funds are being requested, and that the expenses and costs requested for items or services are true and correct and in accordance with the applicable State laws and Village Code provisions.

By: _____

Name: _____

Library President

APPROVED:

VILLAGE OF MAYWOOD, ILLINOIS

By: _____
Edwenna Perkins, Village President

Date: _____

**Schedule of Library District Operating Expenses and Program Costs
for Request For Payment # ____**

The following itemized expenses and costs have been incurred by the Library District for the time period commencing _____, 201__ to _____, 201__:

Expenses and Costs	Source (Employee/Vendor)	Service Date	Dollar Amount
1. INSERT			
2. INSERT			
3. INSERT			
4. INSERT			
5. INSERT			

The undersigned certifies that the above Schedule of Library District Operating Expenses and Program Costs is true and correct.

Maywood Public Library District

By: _____

Name: _____
Library President

Date: _____

Exhibit "C"

Letter of Direction

(attached)

Date

Seaway Bank
150 South Fifth Avenue
Maywood, Illinois 60153

**Re: Letter of Direction
Repayment Obligation of Maywood Public Library District to
Village of Maywood Under Intergovernmental Agreement
Dated November ____, 2013**

Dear Seaway Bank President:

I am the President of the Maywood Public Library District. I have enclosed a certified, fully executed copy of an intergovernmental agreement approved by and entered into between the Library District and the Village of Maywood in November 2013 in regard to a short-term loan that the Village has made to the Library District for operations and programs.

The purpose of the letter of direction is to ensure that your Bank is authorized and directed in advance by the Library District to release sufficient funds from the Library District's bank accounts maintained by the Bank and pay those funds over to the Village of Maywood in order for the Library District to timely make the required repayments as they come due to be paid in accordance with Section 3 of the enclosed intergovernmental agreement.

Under Section 3(B) of the intergovernmental agreement, the Library District shall repay fifty percent (50%) of the outstanding Loan Amount to the Village on or before the forty-fifth (45th) day after the issuance of the first installment of real estate property tax bills by Cook County in calendar year 2015. The Library District shall repay the other fifty percent (50%) of the outstanding Loan Amount to the Village on or before the forty-fifth (45th) day after the issuance of the second installment of real estate property tax bills by Cook County in calendar year 2015. If these two (2) payments are inadequate to repay the Loan Amount in full, Section 3 provides for additional payments to be made by the Library District, which the Bank is authorized and directed to cooperate with the Village in paying over available Library District funds to satisfy any outstanding amounts due the Village.

Either the Library District or the Village will notify in writing the Bank of the final Loan Amount that has been extended to the Library District.

In the event that the Library District does not make the repayment as required by Section 3(B) in a timely manner, the Village may file a written demand for payment with the Bank and the Bank is authorized and directed to pay the amount of funds demanded by the Village from the bank accounts of the Library District. The Village shall not demand an

amount of funds in excess of what is due and owing under the terms of the intergovernmental agreement.

If you have any questions, please contact me.

Maywood Public Library District

By: _____

Name: _____
Library President

Enclosures

- cc. President and Board of Trustees, Village of Maywood (with enclosures)
- Village Manager, Village of Maywood (with enclosures)
- Village Attorney, Village of Maywood (with enclosures)

Exhibit "D"

Library District Austerity Plan

(attached)

	EXPENDITURES	2014 BUDGET	2014 NEW BUDGET	2015 BUDGET
1	Membership Dues	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
2	Publicity	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
3	Public Programming	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00
4	Special Events	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00
5	Travel/Library Meetings	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00
6	Travel/Staff	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00
7	Mileage - Library Meetings	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00
	EDUCATION/TRAINING	\$ 27,500.00	\$ 27,500.00	\$ 12,000.00
1	Hospitalization	\$ 90,000.00	\$ 90,000.00	\$ 65,000.00
2	IMRF employer portion	\$ 80,000.00	\$ 60,000.00	\$ 40,000.00
3	Salaries *	\$ 650,000.00	\$ 520,000.00	\$ 400,000.00
	EMPLOYEE BENEFITS	\$ 820,000.00	\$ 670,000.00	\$ 505,000.00
	Legal Fees	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00
1	Audit	\$ 5,800.00	\$ 5,800.00	\$ 5,800.00
2	Insurance-Liability	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
3	Insurance-Unemployment	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00
4	Insurance Workman's Comp.	\$ 3,225.00	\$ 3,225.00	\$ 3,225.00
5	Social Security Taxes	\$ 55,000.00	\$ 40,000.00	\$ 32,500.00
	LEVIED ITEMS	\$ 97,025.00	\$ 82,025.00	\$ 76,525.00
1	Audio Visual *	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
2	Bindery	\$ 500.00	\$ 500.00	\$ 500.00
3	Books	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
4	Books Lost to MLS	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
5	Databases	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
6	Office/Book Supplies	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
7	Janitorial Supplies	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
8	Library Supplies /Light Bulbs	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
9	Microfilm	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
10	Local History	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
11	Periodicals	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
12	Food	\$ 3,500.00	\$ 3,500.00	\$ 1,000.00
13	Vending Machine	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
14	Software	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
15	Technology	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
	LIBRARY MATERIALS	\$ 115,000.00	\$ 115,000.00	\$ 112,500.00
	AND OBLIGATIONS			
1	Postage	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
2	Printing and Related Costs	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
3	Purchase of Equipment	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
4	Rental of Equipment	\$ 100.00	\$ 100.00	\$ 100.00
5	Bank Fees	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
6	Capitol Bldg. Project	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
	TIF Grant	\$ 65,000.00	\$ 65,000.00	\$ -
	LIBRARY OPERATIONS	\$ 90,600.00	\$ 90,600.00	\$ 25,600.00
1	Contract Maintenance	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00
2	General Main of Building	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
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4	Professional Services	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00
5	MLS SWAN Maintenance	\$ 22,400.00	\$ 22,400.00	\$ 22,400.00
	MAINTENANCE	\$ 179,900.00	\$ 179,900.00	\$ 179,900.00
1	Electricity	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
2	Fuel-Gas	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00

3	Telephone	\$ 7,000.00
4	Water	\$ 5,000.00
	UTILITIES	\$ 157,000.00
	TOTAL	\$ 1,487,025.00

\$ 7,000.00
\$ 5,000.00
\$ 157,000.00

\$ 7,000.00
\$ 5,000.00
\$ 157,000.00

\$ 1,332,025.00

\$ 1,088,525.00

	INCOME	2014 BUDGET
1	FINES	\$ 2,000.00
2	GRANT INCOME	\$ 13,000.00
3	PER CAPITA GRANT	\$ 23,000.00
4	INTEREST INCOME	\$ 100.00
5	TIF GRANT	\$ 65,000.00
6	INCOME	\$ 103,100.00
7		
8		
	PERSONAL PROP R TAX	\$ 70,000.00
7	PROPERTY TAXES	1,362,000.00
	LEVIED INCOME	\$ 1,432,000.00
	LOST AND PAID	\$ 500.00
1	DONATIONS	\$ 100.00
2	BOOK SALES	\$ 300.00
3	COMPUTER SALES	\$ 400.00
4	COPY MACHINE	\$ 2,500.00
5	FAX MACHINE	\$ 1,000.00
6	GENERAL MISCELLANY	\$ 5,000.00
7	GENERAL SALES	\$ 25.00
8	VENDING MACHINE	\$ 1,000.00
9	VIDEO RENTALS	\$ 2,000.00
10	E-RATE INCOME	\$ 3,000.00
11	SALES	\$ 13,325.00
	BANK LOAN	\$ 150,000.00
	VILLAGE LOAN	\$ 150,000.00
	BOND	\$ -
1	TOTALS	\$ 1,850,925.00
2		
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