

RESOLUTION NO. R- 131-2013

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF BENSENVILLE AND
THE BENSENVILLE COMMUNITY PUBLIC LIBRARY DISTRICT
FOR THE USE OF TIF NO. 12 FUNDS FOR
LIBRARY PARKING LOT IMPROVEMENTS**

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter "VILLAGE") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the VILLAGE is empowered to make all agreements and contracts and to undertake other acts as necessary in the exercise of its statutory powers; and

WHEREAS, Section 3 of the Intergovernmental Cooperation Act, 5 ILCS 220/3 authorizes public agencies as defined in Section 2(1) of that Act to exercise, combine, transfer, and enjoy jointly any power or powers, privileges, functions, or authority exercised or which may be exercised by any one of them, and to enter into intergovernmental agreements for that purpose; and

WHEREAS, the VILLAGE has determined that it is reasonable, necessary, and desirable to enter into an intergovernmental agreement with the Bensenville Community Public Library District regarding the use of TIF No. 12 funds for parking lot improvements, which is attached hereto and incorporated herein by reference as Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bensenville, DuPage and Cook Counties, Illinois, as follows:

SECTION ONE: The recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: The Village President is hereby authorized and directed to execute on behalf of the Village of Bensenville the Agreement attached hereto and incorporated herein by reference as Exhibit "A."

SECTION THREE: This Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois, this 26th day of November, 2013.

APPROVED:



Frank Soto, Village President

ATTEST:



Ilsa Rivera-Trujillo, Village Clerk

Ayes: BARTLETT, JANOWIAK, O'CONNELL, RIDDER, WESSELER

Nays: NONE

Absent: JARECKI

read. think. dream. create.

bcpl

**Bensenville Community
Public Library**

MAY 1, 2013

TO: Mike Cassady
Village Manager

FROM: Jill Rodriguez
Library Director

RE: Proposal for TIF Funding Project

Please find attached a proposal created by Library Staff for a TIF-funded project to increase economic development and enhance employment opportunities for Bensenville residents, through the continuation of Technology Training. Please let me know if you would like further information.

As I'm working on our FY 14 Budget I'd appreciate feedback as soon as possible. Thank you for your consideration.

PROPOSAL FOR FUNDING

The Bensenville Community Public Library has transformed from a repository for popular fiction and academic databases into a library that accurately reflects the 21st century interests and needs of the Bensenville community. The modern library is a place for creation, entertainment, learning and community engagement. It requires that library staff connect with patrons on a personal level in the library and to have a presence outside of the library. A vital, thriving community resource, the Library strives to add value to the economic development efforts of the Village of Bensenville.

One of the services that the library currently offers is free and equal access to our technology center. It is arguably the greatest resource that we provide to the community and much of the technology was purchased through successful grant writing. At any given time, the computer lab is full of patrons who are actively engaged in entertainment, educational, or professional endeavors. On a routine basis librarians help patrons assemble résumés, apply for jobs, provide one-on-one computer training, fill out unemployment claims, and the like.

Throughout the past year the library has hosted a class entitled "Keyboard to Creation: 3 Days to Computer Literacy". This class was a three day workshop that helped non-computer users take the leap into the daunting world of computing. Participants in the class learned basic computer terminology, developed touch keyboarding techniques, utilized Microsoft Word to create documents, constructed spreadsheets, and opened E-mail accounts. Both native and non-native English speakers were welcomed into the class and several of the classes had a translator present to help students. The class was met with great success and often patrons were turned away because classes were full. The entire program was funded through a grant that recently expired. Unfortunately just because the grant expired does not mean that the need also extinguished. Though there is still great need to continue this effort, the library currently lacks the fund to do so.

This document is a formal request for \$20,000 in TIF funds to allow the library to continue these training efforts. The grant would fund the following:

- One year's worth of computer training at the library, which could include the following, or other classes as need dictates:

12 sessions of "Keyboard to Creation: 3 Days to Computer Literacy"

12 sessions of "Microsoft Word for Beginners"

12 sessions of "Microsoft Excel for Beginners"

12 sessions of "Basics of E-mail"

12 sessions of "Introduction to Facebook and LinkedIn"

6 sessions of "You're Hired! Constructing a Great Résumé"

6 sessions of "Photoshop for Beginners"

6 sessions of "Turning Old Videos into New Memories"

- A contract instructor who would be responsible for developing curriculum and instructing classes.
- All materials needed for the classes, which may include items such as usb flashdrives, handouts, certificates of completion, etc.

Library staff would provide a full report to the Village of Bensenville at the end of the year with statistics and evaluations of the classes provided.

In order to apply for a job or just keep in touch with one's grandchildren, being able to use the computer effectively is a necessity today. The gap in knowledge between those who are computer literate and those who are not grows further every day. We have interactions with patrons daily who fall into the latter category and they are not sure where to turn. We firmly believe that the modern library is not only responsible to provide 21st century tools, but also the education to take full advantage of the resources, and that the Village of Bensenville and the Bensenville Community Public Library can partner in this endeavor to enhance opportunities for residents and business. Thank you for your consideration.



**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF
BENSENVILLE AND THE BENSENVILLE LIBRARY DISTRICT FOR THE USE OF
TIF NO. 12 FUNDS FOR LIBRARY PARKING LOT IMPROVEMENTS**

THIS AGREEMENT is entered into by and between the Village of Bensenville (hereinafter the "Village") and Bensenville Community Public Library District (hereinafter the "Library District") (collectively the "Parties") on the dated stated below,

WITNESSETH:

WHEREAS, the VILLAGE is a duly organized and existing body politic and corporate governed by the provisions of the Illinois Municipal Code (65 ILCS 5/1, *et seq.*); and

WHEREAS, the Library District is a duly organized and existing body politic and corporate governed by the provisions of the Public Library District Act of 1991 (75 ILCS 16/1-1, *et seq.*); and

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970 and Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, the Parties are "units of local government," as defined in Article VII, Section 1, of the Illinois Constitution of 1970, and, therefore, pursuant to Section 10 of Article VII, have the power to contract among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and

WHEREAS, pursuant to the Intergovernmental Cooperation Act, the Parties may contract with each other to perform any governmental service, activity or undertaking which either is

authorized by law to perform, and may jointly exercise and enjoy any of their power or powers, privileges or authority; and

WHEREAS, the Board of Library Trustees of Library District has determined that the parking lot of the Bensenville Community Public Library building, located at 200 South Church Road within the corporate limits of the Village, requires resurfacing and the installation of updated lighting (hereinafter "Parking Lot Improvements"); and

WHEREAS, the Library District estimates that the Parking Lot Improvements will cost it about Two Hundred Thousand Dollars (\$200,000.00), all of which would need be paid from the Library District's current fiscal year funds; and

WHEREAS, payment of this amount from the Library District's current fiscal year funds would leave the Library District unable to fund certain programs and service, such as a special program of workshops in basic computer literacy to enabling local residents to effectively compete in the job market and to otherwise communicate efficiently; and

WHEREAS, the Library District has therefore submitted a request to the Village that it provide the Library District with Twenty Thousand Dollars (\$20,000.00) in tax increment funds ("TIF") to assist with funding of the Parking Lot Improvements; and

WHEREAS, the Village has determined that TIF funds from the Northern Industrial Tax Increment District, TIF District No. 12 (hereinafter "TIF No. 12"), may be lawfully applied to fund the Parking Lot Improvements; and

WHEREAS, further, the Village has determined that the grant of the requested TIF funds to the Library District is appropriate and in the interest of residents of the Village, based upon the Library District's representation the TIF funds will enable the Library District to use current funds that would have otherwise been needed for the Parking Lot Improvements to fund Library

District programs, such as the basic computer literacy workshop; and

WHEREAS, the Village and the Library District have also determined that a program of computer literacy workshops is appropriate to the general interests and welfare of the residents of the Village and the Library District; and

WHEREAS, each of the corporate authorities of the Village and the Library District has duly authorized entry into this Agreement; and

NOW, THEREFORE, in consideration of the mutual undertakings herein set forth, the Village and the Library District and each of them agree and covenant as follows:

Section 1. INCORPORATION OF RECITALS

The foregoing recitals are hereby incorporated into this Agreement by reference as if fully set forth herein.

Section 2. VILLAGE OBLIGATIONS

(a) The Village shall pay to the Library District Twenty Thousand Dollars (\$20,000) from TIF No. 12 tax money distributions, to be made by the later of October 31, 2013, or the Village's receipt of sufficient funds from such distributions. The Village's obligation to make payments hereunder is expressly conditioned upon the generation of sufficient funds from the said distributions of tax monies from the TIF No. 12, and the Village's receipt of such. The Village shall have no obligation to make such payment out of any other funds, or make up any shortfall from distributions of tax monies other than those from TIF No. 12. The Village shall not be obligated on any contractors' or other third party claims in connection with the Library District's undertaking the Parking Lot Improvements, and the Library District agrees to defend and hold the Village harmless against all such claims, including but not limited to claims for

consequential damages, attorney's fees, court costs, and witness fees.

(b) The Village shall make all required reports regarding the expenditure of TIF funds relating to the payment to the Library District.

Section 3: LIBRARY DISTRICT OBLIGATIONS

(a) The Library District shall use the TIF No. 12 tax monies paid it by the Village only for the Parking Lot Improvements, and for no other purpose. The Library District shall refund all TIF No. 12 funds not used for that purpose to the Village.

(a) No later than December 31, 2013, the Library District shall provide the Village manager of the Village with a written report on the Parking Lot Improvements actually made, giving a brief descriptions of them and an accounting of the expenditures of the TIF No. 12 funds paid the Library District by the Village. At the request of the Village, the Library District shall allow a representative of the Village to inspect any and all records relating to the Parking Lot Improvements.

(b) Within a period of one (1) year from the date of execution of this Agreement, the Library District shall provide a program ("Program") of approximately seventy-eight (78) basic computer training workshop classes on topics such as Microsoft Word and Excel, e-mail, social media, resume writing, photographic and video digitization, together with the course materials necessary therefor, as the Library District shall determine. The classes shall be developed and taught by an instructor with the appropriate professional computer experience. The classes shall be open to all residents of the Village and Library District.

(c) No later than December 31, 2014, the Library District shall provide the Village manager of the Village with a writing report on the Program, giving a brief descriptions of the kinds and number of the workshop classes offered, an accounting of the receipts and

expenditures relating to the Program, and any evaluations and comments from participants in the program. At the request of the Village, the District shall allow a representative of the Village to inspect any and all records relating to the Program.

Section 5. EFFECTIVE DATE

This Agreement shall become effective upon its execution by both the Village and the Library District as so indicated below.

Section 6. MUTUAL ASSISTANCE

The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the objectives of this Agreement and the intent of the Parties as reflected by the terms of this Agreement, including, without limitation, the giving of such notices, the holding of such hearings, the enactment by the Parties of such resolutions and ordinances, the execution of such permits, applications and agreements and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement, and as may be necessary to give effect to the objectives of this Agreement and the intentions of the Parties as reflected by the terms of this Agreement.

Section 7. NOTICES

All notices hereunder shall be in writing and must be served either personally or by registered or certified mail to:

A. The Village at:

Village of Bensenville
Attn: Village Manager
12 South Center Street
Bensenville, Illinois 60106

with a copy to:

BOND, DICKSON & ASSOCIATES, P.C.
ATTN: Patrick K. Bond, Village Attorney
400 S. Knoll St. Unit C
Wheaton, IL 60187

B. The Library District at:

Bensenville Community Public Library District
ATTN: Jill Rodriguez, Director
200 S. Church Road
Bensenville, IL 60106

with a copy to:

SPIROFF AND GOSSELAR, LTD.
ATTN: Harlan Spiroff, Library Attorney
610 W. Roosevelt Road
Wheaton, IL 60187

Section 8. INTEGRATION

This Agreement represents the entire understanding between the Parties and may be modified only by a written document signed by both Parties.

Section 9. ASSIGNMENT

Neither Party may assign its rights and privileges or its duties and obligations under this Agreement without the written consent of the other Party. This Agreement shall inure to the benefit of each Party and their respective successors and assigns.

Section 10. GOVERNING LAW

Interpretation of this Agreement shall be governed by the laws of the State of Illinois. Venue for all litigation arising out of this Agreement shall be proper in the Eighteenth Judicial Circuit Court of DuPage County, Wheaton, Illinois.

Section 11. AMENDMENT

This Agreement may be amended only by written instrument properly authorized and executed by both Parties.

Section 12. NO THIRD-PARTY BENEFICIARIES

The Parties agree that no third-party shall have any rights or benefits under this Agreement.

Section 13. PARAGRAPH HEADINGS

The paragraph headings and references are for the convenience of the Parties and are not intended to limit, vary, define or expand the terms and provisions contained in this Agreement and shall not be used to interpret or construe the terms and provisions contained in this Agreement and shall not be used to interpret or construe the terms and provisions of this Agreement.

Section 14. COUNTERPARTS

This Agreement may be executed in multiple, identical counterparts and all said counterparts shall, taken together, constitute this integrated agreement.

Section 15. ENTIRE AGREEMENT

This Agreement incorporates the full and complete understanding of the PARTIES to the exclusion of any terms or provisions not expressly set forth herein.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals this ____ day of January 2014.

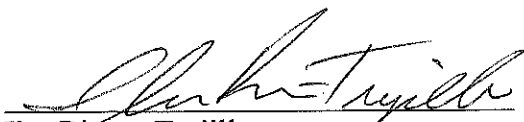
VILLAGE OF BENSENVILLE

By:



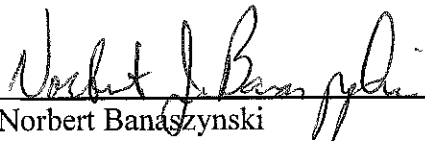
Frank Soto
Village President

ATTEST:

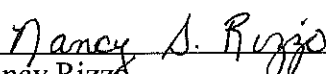


Ilsa Rivera-Trujillo
Village Clerk

BENSENVILLE LIBRARY DISTRICT

By: 
Norbert Banaszynski
President, Board of Library Trustees

ATTEST:


Nancy Rizzo
Secretary, Board of Library Trustees