

**Lake Bluff Public Library**  
**Special Meeting of the Lake Bluff Public Library Board of Trustees**  
**Thursday, May 9, 2024 at 7:00 PM in Spruth Room**  
123 E. Scranton Ave, Lake Bluff, IL 60044

The in-person meeting will be simulcast for any members of the public who do not wish to attend the meeting in-person at the Lake Bluff Public Library building. Questions related to the Library agenda can be sent before or during the meeting to Library Director Renee Grassi at [rgrassi@lakeblufflibrary.org](mailto:rgrassi@lakeblufflibrary.org). The meeting will be recorded, with the recording made available through the Library's website. For any questions, contact at Renee Grassi at 847-234-2540 or [rgrassi@lakeblufflibrary.org](mailto:rgrassi@lakeblufflibrary.org).

NOTICE: Members of the public may attend in-person or participate in the meeting remotely via Zoom:

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#### Agenda

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Additions & Corrections to the Agenda**
5. **Opportunity for Public to Address the Board**
6. **DISCUSSION:** New Intergovernmental Agreement between the Lake Bluff Public Library and the Village of Lake Bluff
7. **ACTION:** Vote to approve delegating negotiation powers to Lake Bluff Public Library Trustee(s) and Library Director with representatives of the Village of Lake Bluff for the purposes of entering into a new Intergovernmental agreement
8. **ACTION:** Vote to approve authorizing Lake Bluff Public Library Trustee(s) and Library Director to write and send communication on behalf of Library Board to Village Board Members and Village Administrator RE: the draft IGA agreement
9. **Executive Session(s) if needed**
  - a. Discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06 and in compliance with the Open Meetings Act 5 ILCS 120/2 (c) (21)
  - b. Discussion of the appointment, compensation, discipline, performance or dismissal of specific employees of the public body in compliance with the Open Meetings Act 5 ILCS 120/2 (c) (1)
  - c. Discussion of pending legal action in compliance with the Open Meetings Act 5 ILCS 120/2 (c) (1)
10. **Any and all other business which may properly come before the Board (10 min)**
11. **Adjournment (1 minute)**

#### Attachments

- Intergovernmental Agreement between the Village of Lake Bluff, Board of Library Trustees of the Village of Lake Bluff and the Vliet Center for Lake Bluff History (executed 1998; expired July, 2023)
- Draft Lake Bluff Public Library and Village of Lake Bluff Intergovernmental Agreement (drafted 2024)

#### Upcoming Board Meetings

- May 21, 2024 at 7 pm: IN PERSON, Lake Bluff Public Library
- June 18, 2024 at 7 pm: IN PERSON, Lake Bluff Public Library
- July 16, 2024 at 7 pm: IN PERSON, Lake Bluff Public Library

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF LAKE  
BLUFF AND THE LAKE BLUFF PUBLIC LIBRARY BOARD OF TRUSTEES**

THIS INTERGOVERNMENTAL AGREEMENT (“*Agreement*”), is entered into as of May \_\_, 2024 (“*Effective Date*”), between the Village of Lake Bluff, a home rule Illinois municipal corporation (“*Village*”), and the Lake Bluff Library Board, also known as the Lake Bluff Public Library, a library board of trustees operating under the Illinois Local Library Act, 75 ILCS 5/1-0.1 *et seq.* (“*Library*”) (collectively, the Village and the Library are the “*Parties*”, and individually each is a “*Party*”).

IN CONSIDERATION OF, and in reliance upon, the recitals and the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorizes and encourages intergovernmental cooperation; and

WHEREAS, the Library was created by referendum in 1924; and

WHEREAS, historically the Village has voluntarily and without legal obligation provided financial support for certain expenses and subsidized operational costs for the Library (“*Operational Support*”); and

WHEREAS, the Village Board of Trustees (“*Village Board*”) desires to set forth all forms of Operational Support the Village has provided historically or is currently providing to the Library; and

WHEREAS, the Library acknowledges it receives the Operational Support from the Village; and

WHEREAS, the Parties desire to enter into this Agreement to memorialize the amount of Operational Support the Village has provided and is currently willing to provide the Library; and

WHEREAS, the Parties further agree that this Agreement also sets forth certain responsibilities and obligations of the Parties;

NOW THEREFORE, the Village and the Library hereby agree as follows:

1. **Recitals:** The recitals set forth above are incorporated into the body of this Agreement as if fully set forth herein.
2. **Term:** This Agreement will be for a term commencing on the Effective Date of the Agreement and ending five years from the Effective Date.

3. **Village Role in Library Revenue Generation:** On an annual basis, the Library Board of Trustees ("**Library Board**") requests the Village Board approve its property tax levy, which is included as part of the Village's tax levy as required under and pursuant to the Illinois Local Library Act, 75 ILCS 5/1-0.1 *et seq.*
4. **Library Governance & Component Unit Structure:** The Library Board is comprised of seven members which are elected at the consolidated election and must be residents of the Village. Under Illinois law, local libraries, such as the Lake Bluff Library, have less authority than library districts; for example, local libraries can only issue bonds or borrow money with permission of the municipality that created them. Over the past several decades, the Village has provided substantial administrative and financial support to the Library, a component unit of the Village, that far exceeds what is required by law.
5. **Exterior Library Building Maintenance:** In 1998, the Village orchestrated and subsidized the acquisition of the Library and the Lake Bluff History Museum's ("**History Museum**") current building in the amount of \$100,000, with no payback required by the Library ("**Library Building**") located at 123 East Scranton Avenue, Lake Bluff, Illinois. The Village continues to provide Operational Support for the on-going exterior maintenance of the Library Building in an amount currently valued at \$8,997 per calendar year. Notwithstanding that Village Ordinance No. 1998-16 that authorized the payment for ongoing exterior maintenance via intergovernmental agreement has expired, the Village will pay \$9,000 annually with an annual increase of the Consumer Price Index ("CPI") or 3 percent, whichever is higher before the end of the Village's fiscal year after the Library submits expenditure details related to exterior library building maintenance for that particular year.
6. **Parking Lot Use and Maintenance:** The Village has provided free snow removal services for the Library employee parking lot in the rear of the Library Building since the Library began operating at its current location. The Village will continue to plow the Library's employee parking lot at no expense to the Library, so long as the Library allows public use of the parking lot. The Village will pay for signs and any other improvements it deems necessary to facilitate the use of the Library Parking lot by the general public. This agreement will serve as that license, granting the Village the use of the lot for such purposes. The Village is not authorized to transfer the license without the written authorization of the Library.
7. **Audit, Actuarial and Accounting Expenses:** As a matter of practice, the Village has historically paid for the Library's annual audit. Presently, this cost is valued at \$6,610 per year. The Village currently provides general accounting support to the Library valued at approximately \$7,000. The Library agrees that it will attempt to procure audit services at a lower rate than provided by the Village in the next 24 months; if successful, the Library will use the new audit, actuarial, and accounting services and the Village agrees to cover the cost of those services and fees through the duration of this agreement. If the Library is unable to procure audit, actuarial, and accounting services at a cost less than what the Village provides, the Library may continue to use the Village financial services at no charge through the duration of this agreement.

8. **Insurance:** The Village has historically paid the Library's annual Comprehensive Liability, Public Officials Liability, Property, Boiler & Machinery, Crime & Fidelity Insurance policy, valued at \$21,187 in 2024. The Village was a founding member of IRMA and has been paying for the Library's insurance since at least 1980. The Library is currently seeking quotes for its own insurance. The Library agrees that it will attempt to procure its own insurance at a lower rate than the insurance provided by the Village in the next 24 months; if successful, the Library will use the new insurance carrier and the Village agrees to cover the cost of that expense through the duration of this agreement. If the Library is unable to procure insurance at a cost less than what the Village provides, the Library may continue to remain under the Village's coverage at no charge through the duration of this agreement.
9. **Additional Provisions:**

(i) Amendments and Modifications. No amendment or modification to this Agreement will be effective unless and until it is reduced to writing and approved and executed by all Parties to this Agreement in accordance with all applicable statutory procedures.

(ii) Notices. All notices and payments required or permitted to be given under this Agreement must be given by the Parties by (i) personal delivery, (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon, (iii) deposit with a nationally recognized overnight delivery service, addressed as stated in this Section 5.C. or (iv) by email. The address of either Party may be changed by written notice to the other Party. Any mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit. Email notices will be deemed received by the addressee upon explicit or implicit acknowledgement of receipt by the addressee.

Notices and communications must be addressed to, and delivered at, the following addresses:

If to the Village: Village of Lake Bluff  
40 East Center Avenue  
Lake Bluff, IL 60044  
Email: dirvin@lakebluff.org  
Attention: Village Administrator

With a copy to: Elrod Friedman LLP  
325 N. LaSalle St, Suite # 450  
Chicago, IL 60654  
Attention: Peter Friedman, Village Attorney  
Email: peter.friedman@elrodfriedman.com

If to the Library: The Lake Bluff Public Library

123 E Scranton Avenue  
Lake Bluff, Illinois 60044  
Email:  
Attention: Library Director

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

(iii) Successors and Assigns. The terms, covenants and conditions of this Agreement will bind and inure to the benefit of the Parties and their respective heirs, executors, administrators, and authorized successors and assigns; provided, however, that neither Party may assign this Agreement except upon the prior written consent of the other Party.

(iv) Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies and benefits provided by this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law.

(v) Governing Law. This Agreement will be governed by, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. This Agreement is subject to the jurisdiction of the Circuit Court of Lake County, Illinois.

(vi) Authority to Execute. The Parties warrant and represent to each other that (a) the persons executing this Agreement on behalf of each Party have been properly authorized to do so by their respective corporate authorities; (b) each Party has the full and complete right, power and authority to enter into this Agreement and to agree to the terms, provisions and conditions set forth in this Agreement; (c) all legal actions needed to authorize the execution, delivery and performance of this Agreement have been taken by each Party; and (d) neither the execution of this Agreement nor the performance of the obligations of each Party under this Agreement will (1) result in a breach or default under any other agreement or obligation of each Party or (2) violate any statute, law, restriction, court order or agreement to which each Party may be subject.

(viii) Effective Date. This Agreement is dated and effective as of the date set forth in the first paragraph on the first page of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and by executing this Agreement, the Parties do hereby affirmatively state that they have been given full authority by their respective governing bodies to execute this Agreement.

VILLAGE OF LAKE BLUFF

LAKE BLUFF PUBLIC LIBRARY

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: Village Administrator

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Its: Village Clerk

\_\_\_\_\_  
Its: \_\_\_\_\_

KENT S. STREET  
Village Administrator



July 20, 1998

*Documents Related to 127 Scranton Building*

Mrs. Janet Nelson  
President  
Vliet Center for Lake Bluff History  
P.O. Box 247  
Lake Bluff, IL 60044

Mr. Bob Morrissette  
President  
Lake Bluff Library  
29 E. Woodland Road  
Lake Bluff, IL 60044

Dear Janet and Bob,

Attached for your use is an executed copy of the intergovernmental agreement for 127 E. Scranton Avenue.

Thank you for your many efforts to accomplish this project and if you have any further questions please feel free to call me.

Sincerely,

A handwritten signature in black ink, appearing to read "Kent", written over a horizontal line.

Kent S. Street  
Village Administrator

cc: Sara Lamb, Head Librarian  
Lew Steadman, VCLA Fundraising Co-Chair

AN INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE VILLAGE OF LAKE BLUFF,  
THE BOARD OF LIBRARY TRUSTEES OF THE VILLAGE OF LAKE BLUFF,  
AND THE VLIET CENTER FOR LAKE BLUFF HISTORY  
REGARDING 127 E. SCRANTON AVENUE

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into as of the 13th day of July, 1998, by and between the VILLAGE OF LAKE BLUFF, an Illinois municipal corporation (the "*Village*"); the BOARD OF LIBRARY TRUSTEES OF THE VILLAGE OF LAKE BLUFF, a public library created pursuant to the Illinois Local Library Act, 75 ILCS 5/1-0.1 et seq. (the "*Library*"); and the VLIET CENTER FOR LAKE BLUFF HISTORY, an Illinois non-profit organization formed for the public purpose of preserving the history and character of the Village of Lake Bluff (the "*Vliet Center*").

IN CONSIDERATION OF the recitals and mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS.

A. The parties desire to arrange for the acquisition, improvement, use, and maintenance of that certain real property located at 127 E. Scranton Avenue, Lake Bluff Illinois (the "*Property*"), the legal description of which is attached hereto and incorporated herein as *Exhibit A*, on which there is currently located a two-story brick and frame building (the "*Building*") and an accessory frame storage structure (the "*Accessory Structure*").

B. On March 12, 1998, the Village and the owners of the Property entered into a Real Estate Sales Contract (the "*Contract*") for the acquisition of the Property at a closing scheduled to occur on July 20, 1998 (the "*Closing*").

C. The purchase price of the Property is \$335,000.00 (the "*Purchase Price*"), of which \$16,750 has previously been deposited with Chicago Title and Trust Company as earnest money (the "*Earnest Money Deposit*"). The balance of the Purchase Price, plus or minus pro-rations, is due at Closing.

D. The Earnest Money Deposit consists of the following payments made by the parties prior to the execution of this Agreement:

- \$5,583.00 by the Village (the "*Village Earnest Money Contribution*"); and
- \$11,167.00 by the Library and the Vliet Center collectively (the "*Library / Vliet Earnest Money Contribution*"), which amount consists of equal payments of \$5,583.00 each from the Library and the Vliet Center.

E. The purpose of this Agreement is to provide a means by which the parties can cooperate to allow and provide for:

- i. The funding of a two-step acquisition (the "*Two-Step Acquisition*") of the Property whereby (a) title to the Property is initially vested in the Village and

(b) title is then immediately conveyed by the Village to the Library to allow for the operation thereon of a public library annex;

- ii. The lease of a portion of the Property to the Vliet Center, to allow for the operation thereon of a historical museum for the preservation and display of an extensive collection of photographs, documents and other memorabilia recording the history of the Lake Bluff area; and
- iii. The improvement and ongoing maintenance of the Property, including, without limitation, improvements necessary to bring the Property into compliance with federal and state statutes requiring accommodation of disabled people in public facilities.

F. The parties acknowledge and agree that the net total financial exposure of the Village for the Two-Step Acquisition shall be \$100,000.00 and no more.

G. To assist in fundraising efforts to provide the funds necessary to help offset the costs and obligations of the Library and the Vliet Center herein, an ad-hoc, volunteer group of residents have formed the VC / LA Committee (the "**VC / LA Committee**").

H. The Corporate Authorities of the Village; the Board of Trustees of the Library; and the Board of Directors of the Vliet Center have each found and determined that it is appropriate and in the best interests of their respective constituents, and the public welfare in general, to enter into this Agreement.

I. The parties to this Agreement have the power and authority to enter into, and perform and comply with the terms and conditions of, this Agreement pursuant to Article VII of the Illinois Constitution of 1970, Ill. Const. 1970, Art. VII, Section 10 (a); The Intergovernmental Cooperation Act 410 ILCS 25/1 et seq.; Section 11-61-3 of the Illinois Municipal Code, 65 ILCS 5/11-61-3; The Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq.; Sections 4-7 and 4-12 of the Illinois Local Library Act, 75 ILCS 5/4-7, 4-12 and other applicable provisions of law.

## SECTION 2. ACQUISITION OF THE PROPERTY BY THE VILLAGE.

A. **Closing.** Subject to the contingency set forth in Section 2.B below, the Village shall, at its sole cost and expense, take all necessary steps required of the purchaser under the Contract, including, without limitation, the payment of the balance of the Purchase Price, to cause the title to the Property to be conveyed to the Village at Closing.

B. **Closing Contingency.** The Village shall have the right to terminate the Contract, and cause the forfeiture of the Earnest Money Deposit, in the event that, at any time prior to the date of the Closing, the Village determines, in its sole and absolute discretion, that sufficient funds are not, or will not be, available or forthcoming so as to allow for completion of the Two-Step Acquisition at a net total financial exposure to the Village of not more than \$100,000.00. In such event, neither the Library nor the Vliet Center shall have recourse against the Village for any portion of the Earnest Money Deposit.

## SECTION 3. CONVEYANCE OF THE PROPERTY TO THE LIBRARY.

A. **Conveyance Deed.** Immediately after the Closing of the acquisition of the Property by the Village, the Village shall cause all of its right, title, and interest in the Property to be

conveyed to the Library (the "**Library Conveyance**") by a recordable quit claim deed, in substantially the form attached hereto as **Exhibit B** (the "**Library Conveyance Deed**").

B. **Consideration for Conveyance.** As consideration for the Village's acquisition of the Property and conveyance thereof to the Library, the Library and the Vliet Center shall, and do hereby agree to, pay or cause to be paid to the Village, on or before December 31, 1998, the amount of \$235,000.00 (the "**Library / Vliet Conveyance Consideration**"). The Village acknowledges and agrees that the following amounts may, at the option of the Library and the Vliet Center, be a credit against the Library/Vliet Conveyance Consideration:

1. The Library / Vliet Earnest Money Contribution; and
2. Contributions raised by the VC / LA Committee; and
3. That certain grant in the amount of \$150,000.00 that may be made available to the Village from the Illinois Department of Commerce and Community Affairs for the purpose of community development; provided that the proceeds thereof are received by the Village on or before December 31, 1998.

C. **Tax Exemption.** Promptly after the Closing, the Village and the Library shall take all necessary steps, and file all applicable documentation, to cause the Lake County Board of Review to designate the Property as tax exempt due to the governmental, not-for-profit use thereof.

D. **Reconveyance.** In the event that the Library fails to pay to the Village the Library/Vliet Conveyance Consideration, as the same may be credited pursuant to Section 4.B above, on or before December 31, 1998, the Village, in addition to all other remedies available in law and in equity, shall, at its option, have the right to cause the Property to be reconveyed back to the Village by recordation of the reconveyance deed attached hereto as **Exhibit C** (the "**Reconveyance Deed**"). To facilitate such reconveyance, the Library agrees that, concurrent with the execution of this Agreement, it will deliver to the Village Administrator a fully executed original copy of the Reconveyance Deed, in recordable form. The Village shall not allow the Reconveyance Deed to be recorded unless it does not receive the Library/Vliet Conveyance Consideration, as the same may be credited pursuant to Section 4.B above, on or before December 31, 1998. In the event of such reconveyance, the Village shall have the right, but not the obligation, to terminate the Vliet Center Lease (as defined herein), in which case the Vliet Center shall vacate the Property.

#### **SECTION 4. LEASE OF A PORTION OF THE PROPERTY TO THE VLIET CENTER.**

A. **Lease Agreement.** Immediately after the recordation of the Library Conveyance Deed, the Library shall enter into a lease agreement with the Vliet Center, in a form substantially similar to the lease agreement attached hereto and incorporated herein as **Exhibit D** (the "**Vliet Center Lease**"), whereby the Library agrees to lease to the Vliet Center a minimum of 1,500 square feet of the Building and a minimum of 200 square feet of the Accessory Structure, as depicted in the Vliet Center Lease (collectively, the "**Leased Premises**"). The lease shall provide that, in the event that the Building or the Accessory Structure is demolished and replaced by a new structure used by the Library for the provision of library services, the Vliet Center shall be entitled to occupy substantially similar space in the new building.

B. Term. The term of the Vliet Center Lease shall be 25 years, with three options to renew in 10 year increments.

C. Rent. The rent for the Leased Premises shall not exceed \$10.00 per year.

#### SECTION 5. IMPROVEMENT AND MAINTENANCE OF PROPERTY.

A. Obligations of Library. The Library shall:

1. Take all steps necessary to bring the Property into compliance with the Americans with Disabilities Act of 1990, 42 USC §12101 et seq. (the "ADA") prior to the opening of the Property to the general public, but in no event later than 12 months after the effective date of this Agreement; and
2. Subject to the terms of the Vliet Center Lease, maintain and keep the Property in good condition and repair, with the assistance of the Village as provided in Section 5.B below.

The foregoing obligations of the Library shall be performed at the Library's sole cost and expense. The parties acknowledge, however, that such costs and expenses may be offset by and through contributions made to, and raised by, the VC / LA Committee.

B. Obligations of the Village. The Village does hereby agree that, for so long as the Property is used and occupied by both the Library and the Vliet Center, the Village shall:

1. Assist the Library in the maintenance and repair of the exterior portions of the Property; provided, however, that the total cost to the Village for the provision of the same shall not exceed \$5,000 per calendar year. Said amount shall be adjusted annually for inflation to reflect the most recent annual increase, if any, in the Illinois Municipal Price Index prepared by the Illinois Institute for Rural Affairs of Western Illinois University and published annually in the Illinois Municipal Review (1982=100); if such index is ever not published, the Fixed-Weighted Price Index for State and Local Government Purchase of Goods and Services (July adjustment), published by the Bureau of Economic Analysis of the United States Department of Commerce (1982=100), shall be used. Such maintenance and repair shall include, without limitation, landscaping and lawn care, snow and ice removal, and maintenance of the existing exterior of the Building and the Accessory Structure including, without limitation, painting, tuck pointing, minor roof repair (but not roof replacement); and
2. Provide, or cause to be provided, at no expense to the Library or the Vliet Center, all electric, natural gas, water, sanitary sewer, and trash collection service, to the Property.

#### SECTION 6. ZONING RELIEF.

The Village, the Library, and the Vliet Center agree to jointly take all procedural steps necessary to initiate and pursue to completion the following zoning actions in accordance with the Lake Bluff Zoning Ordinance:

1. The repeal of Lake Bluff Ordinance No. 96-5 granting a variation to allow for the operation of a business and administrative office on the Property; and
2. The granting of a special use permit for the operation of public library facilities and a public museum on the Property.

**SECTION 7. WAIVER OF BUILDING PERMIT AND ZONING APPLICATION FEES.**

The Village agrees to take all steps necessary to allow for the waiver of:

1. Any and all applicable building permit fees associated with any construction on the Property by the Vliet Center or Library necessary for the purpose of complying with the ADA and in operating the historical museum on the Property; and
2. Any and all application and processing fees that may be applicable to the petitions for zoning relief filed pursuant to Section 6 of this Agreement.

**SECTION 8. FUTURE DISPOSITION OF PROPERTY.**

A. **During the Vliet Center Lease Term.** The Library does hereby agree that it will not sell, offer to sell, transfer, mortgage, pledge, convey, or otherwise dispose of the Property at any time during the term of the Lease without the prior written consent of the Village, which consent may be withheld at the Village's sole and absolute discretion.

B. **After the Vliet Center Lease Term.** At all times after the expiration of the term of the Vliet Center Lease, the Village shall have a right of first refusal with respect to the Property as follows:

1. **Right of First Refusal.** If, at any time after the expiration of the term, including any renewal thereof, of the Vliet Center Lease, the Library shall receive a bona fide offer to purchase the Property, or the Library shall desire to enter into a bona fide agreement for the sale of the Property (the "***Proposed Sale***"), the Library shall first give the Village written notice of said offer or agreement (the "***Proposed Sale Notice***"), setting forth all of the terms and conditions thereof, including, without limitation, the purchase price. Within 30 days following the Village's receipt of the Proposed Sale Notice, the Village shall have the right to purchase the Library's interest in the Property on the same terms and under the same conditions as the Proposed Sale, or on such other terms and conditions as the Library and the Village shall mutually agree (the "***Purchase Right***").

2. **Exercise of the Purchase Right.** The Purchase Right shall be exercised only by the Village delivering to the Library written notice of the Village's intent to purchase within the 30 day period following the Village's receipt of the Proposed Sale Notice.

3. **Failure to Exercise Right.** In the event that the Village does not exercise the Purchase Right in the manner, and within the time period, set forth herein, the Library shall have the right to sell the Property in accordance with the terms and conditions of the Proposed Sale.

4. **Continuing Right.** In the event that the Village does not exercise the Purchase Right for any reason at all, and the Library does not sell the Property in accordance with the Proposed Sale, the Village shall have a right of first refusal with respect to any new or subsequent proposed sale in the same manner as set forth in Sections 1 - 3 of this Section.

## SECTION 9. ADVISORY COMMITTEE.

A. **Formation.** The parties shall, and do hereby agree to the formation of an advisory committee (the "**Advisory Committee**") within 30 days after the date of execution of this Agreement. The primary purpose of the Advisory Committee shall be to monitor and assure compliance with this Agreement.

B. **Composition.** The Advisory Committee shall consist of five members, appointed as follows:

- i. Two members shall be appointed by the Board of Trustees of the Library;
- ii. Two members shall be appointed by the Board of Directors of the Vliet Center; and
- iii. One member shall be appointed by the Village President of the Village.

C. **Term.** Advisory Committee members shall serve a term of three years and may succeed themselves in office. Vacancies on the Advisory Committee shall be filled in same manner as initial appointments and by the same entity that made the initial appointment. Persons appointed to fill a vacancy on the Advisory Committee shall serve the remainder of the term for which they have been appointed.

D. **Meetings.** The Advisory Committee shall hold a minimum of four meetings per year. At the first meeting held during the calendar year, the members of the Advisory Committee shall appoint a Chairperson from among their membership, who shall serve a one year term. Members of the Advisory Committee may serve as Chairperson for more than one one-year term. Meetings of the Advisory Committee shall be subject to the terms of the Open Meetings Act., 5 ILCS 120/2.01, *et seq* and all other applicable laws rules and regulations.

E. **Contribution Acknowledgments.** It shall be the responsibility of the Advisory Committee to ensure that all contributions made to, or as a result of the fundraising efforts by, the VC / LA Committee are recognized in the manner provided in the VC / LA fundraising letter, a copy of which is attached hereto as *Exhibit E*.

F. **Annual Report.** On or before the first day of January of each year, the Advisory Committee shall deliver to the Board of Trustees of the Library, with a copy to the Village and to the Vliet Center, a written report outlining the activities and recommendations of the Advisory Committee for the previous calendar year.

## SECTION 10. TERM.

This Agreement shall be in full force and effect from and after the date of its execution for a period of 25 years irrespective of whether the Vliet Center Lease has been renewed. Notwithstanding the foregoing, Section 8.B of this Agreement concerning the Village's right of first refusal to purchase the Property shall survive the term of this Agreement and shall bind and run with the Property.

## SECTION 11. GENERAL PROVISIONS.

A. **Notice.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be (i) personally delivered, or (ii) delivered by a

reputable overnight courier, or (iii) delivered by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Telecopy notices shall be deemed valid only to the extent they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three (3) business days thereafter. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (x) actual receipt; or (y) one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (z) three (3) business days following deposit in the U.S. mail, as evidenced by a return receipt.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village President  
40 E. Center Ave.  
Lake Bluff, IL 60044  
Facsimile: 847-234-7254

Notices and communications to the Library shall be addressed to, and delivered at, the following address:

Library Board President  
Lake Bluff Public Library  
123 East Scranton Avenue  
Lake Bluff, IL 60044  
Facsimile: 847-234-2649

Notices and communications to the Vliet Center shall be addressed to, and delivered at, the following address:

President  
Vliet Center for Lake Bluff History  
P.O. Box 247  
Lake Bluff, IL 60044

By notice complying with the requirements of this Section, each party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

B. Time of the Essence. Time is of the essence in the performance of all terms and provisions of this Agreement.

C. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies and benefits allowed by law.

D. Consents. Whenever the consent or approval of any party hereto is required in this Agreement such consent or approval shall be in writing and shall not be unreasonably withheld or delayed, and, in all matters contained herein, all parties shall have an implied obligation of reasonableness, except as may be expressly set forth otherwise.

E. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

F. **Entire Agreement.** This Agreement shall constitute the entire agreement of the parties to this Agreement with respect to the subject matter herein; all prior agreements between the parties, whether written or oral, are merged in this Agreement and shall be of no force and effect.

G. **Grammatical Usage and Construction.** In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural, in any place in which the context so requires.

H. **Interpretation.** This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

I. **Headings.** The table of contents, heading, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

J. **Exhibits.** Exhibits A through E attached hereto are, by this reference, incorporated in and made a part of this Agreement. In the event of a conflict between an exhibit and the text of this Agreement, the text of this Agreement shall control.

K. **Amendments and Modifications.** No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until such change is reduced to writing and executed by all parties hereto.

M. **Authority to Execute.** The parties hereto do hereby warrant and represent to each other that the persons executing this Agreement on its behalf have been properly authorized to do so.

N. **Calendar Days and Time.** Any reference herein to "day" or "days" shall mean calendar and not business days. If the date for giving of any notice required to be given hereunder or the performance of any obligation hereunder falls on a Saturday, Sunday or Federal holiday, then said notice or obligation may be given or performed on the next business day after such Saturday, Sunday or Federal holiday.

P. **No Third Party Beneficiaries.** No claim as a third party beneficiary under this Agreement by any person, firm or corporation shall be made, or be valid, against the Village or the Owners.

Q. **Counterparts.** This Agreement may be executed in any number of multiple identical counterparts and all of said counterparts shall, individually and taken together, constitute the Agreement.

R. **Effective Date.** The Effective Date of this Agreement shall be the date on which this Agreement is executed by the parties hereto. If any party to this Agreement fails to

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execute this Agreement within 30 days after being notified in writing that the other party or parties have executed this Agreement, then, and in that event, this Agreement shall be deemed to have been rejected by the party or parties failing to execute this Agreement with said 30-day period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

ATTEST:

Deputy [Signature]  
Village Clerk

VILLAGE OF LAKE BLUFF

By: [Signature]  
Village President

ATTEST:

By: [Signature]  
Its: Vice President

BOARD OF LIBRARY TRUSTEES OF THE VILLAGE OF LAKE BLUFF

By: [Signature]  
Its: President

ATTEST:

By: [Signature]  
Its: TREASURER

VLIET CENTER FOR LAKE BLUFF HISTORY

By: [Signature]  
Its: President



