

#17

**ORIGINAL**

**RESOLUTION AUTHORIZING THE EXECUTION OF AN  
INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE  
OF OAK PARK, OAK PARK PARK DISTRICT AND OAK PARK  
PUBLIC LIBRARY FOR THE OCCUPATION AND MAINTENANCE  
OF THE DOLE LEARNING CENTER – INTERGOVERNMENTAL  
CONTRIBUTION AGREEMENT**

**WHEREAS:** The President and Board of Trustees has reviewed the physical needs of the Dole Learning Center; and,

**WHEREAS:** The Oak Park Park District and Oak Park Public Library are currently occupying space in the Dole Learning Center and have indicated a willingness to continue to provide programs at the Dole Learning Center; and,

**WHEREAS:** The agencies have discussed funding mechanisms for the future maintenance and upkeep of the facility.

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Oak Park, Illinois as follows:

The Village President is hereby authorized to enter into an Intergovernmental Contribution Agreement that is in substantial conformity to the attached agreement with the Oak Park Park District and Oak Park Public Library regarding the future use and funding for the Dole Learning Center.

**THIS RESOLUTION** shall be in full force and effect from and after its adoption and approval as provided by law.

**ADOPTED** this 5<sup>th</sup> day of April, 1999 pursuant to a roll call vote as follows:

**AYES:** Trustees Kostopulos, Kuner, Pospisil, Raphael and Trapani and President Furlong

**NAYS:** None

**ABSENT:** Trustee Abraham (deceased)

**APPROVED** by me this 5<sup>th</sup> day of April, 1999.

*Barbara Furlong*

Barbara Furlong  
Village President

**ATTEST:**

*Sandra Sokol*  
Sandra Sokol

4/3/99 Revision

## INTERGOVERNMENTAL CONTRIBUTION AGREEMENT FOR THE DOLE LEARNING CENTER

**THIS AGREEMENT** is entered into this 5th day of April, 1999 by and between the Village of Oak Park, hereinafter called the **VILLAGE**; the Oak Park Park District, hereinafter called the **PARK DISTRICT** and the Oak Park Public Library, hereinafter called the **LIBRARY** or hereinafter collectively called the **OCCUPANTS**.

### WITNESSETH

**WHEREAS**, the parties hereto, in the interest of the operations and future maintenance of the Dole Learning Center, are desirous of establishing a long-term relationship regarding the Dole Learning Center; and,

**WHEREAS**, the parties hereto are desirous of establishing this relationship in that the same will be of benefit to residents of the Village of Oak Park; and,

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein the parties hereto agree as follows:

**I: VILLAGE Agrees:**

To provide the following elements related to the Dole Learning Center:

1. To prepare plans, specifications and contract documents, receive bids and award the contract(s) for the restoration of the Dole Learning Center. The construction of these improvements shall be in general conformance to the construction elements and estimated costs contained in the ***Dole Learning Center Intergovernmental Contribution Rate Calculations*** that is attached to and made part of this Agreement as **Appendix A**. Additional or alternative restoration improvements not in the current listing are allowed with appropriate written notice of sixty (60) days to be given to the occupants of the Dole Learning Center.
2. Periodic and Regular maintenance of the Dole Learning Center infrastructure such as HVAC repairs, roof, electrical, plumbing will be comparable to maintenance services provided to other **VILLAGE** facilities.
3. Periodic and Regular cleaning of common areas of the Dole Learning Center. Maintenance will be comparable to maintenance services provided to other **VILLAGE** facilities and may be by contract, Village personnel or any other method the Village may elect to utilize.

4. To establish a Dole Learning Center Sinking Fund, a special capital projects fund of the Village. All revenues derived from the occupancy of the Dole Learning Center and all expenditures related to the ongoing maintenance of the Dole Learning Center shall be recorded and accounted for in this fund. The Village shall transmit semi-annual reports of the financial status of the Dole Learning Center Sinking Fund to the **PARK DISTRICT** and **LIBRARY**. Expenditures by the Village from the fund shall be exclusively the future replacement of capital infrastructure by the Village. The **PARK DISTRICT** and **LIBRARY** shall receive 30 days prior notice of any scheduled work planned by the Village.
5. To carry on and complete the improvements with all practicable dispatch, in a sound, economical and efficient manner and in accordance with the provisions of this agreement.

**II:     PARK DISTRICT and LIBRARY Agree:**

1. The contribution base/square footage cost calculation as outlined in **Appendix A** shall be utilized to ascertain the current estimated square footage monthly and annual payments by the occupants of the Dole Learning Center to the Dole Learning Center Sinking Fund beginning either on January 1, 2000 or when substantial progress toward ADA accessibility has been made, whichever is later.
2. Payments to the Village by the occupants toward for the maintenance of the facility and payments by the occupants to the Dole Learning Center Sinking Fund will be based upon a \$4.166 per square foot rate times the number of square feet occupied by the **VILLAGE, PARK DISTRICT OR LIBRARY** or any other agency occupying an area within the facility. The square footage currently occupied by the agencies is included as part of **Appendix A** and in the schematic floor diagrams included as **Appendix B**.
3. That internal improvements to the areas designated to the **PARK DISTRICT** and **LIBRARY** shall be the respective responsibility of the occupants of the premises involved. Such improvements to the designated areas shall require prior review and approval of the **VILLAGE**.
4. That the maintenance and cleaning of the areas of the Dole Learning Center designated for the use of the **PARK DISTRICT** and **LIBRARY** shall be the responsibility of the **PARK DISTRICT** and **LIBRARY** and are to be maintained in a satisfactory and safe manner.

**III.     LENGTH of AGREEMENT:** This agreement shall commence upon the execution by all parties and shall be for an initial term of 10 years and shall renew automatically thereafter until termination of this agreement on December

31, 2098 unless prior written notice of termination of this agreement is delivered in writing by either party to the other at least six (6) months prior to the termination of such ten year term. Additionally, all parties agree to review, and amend if necessary, the contribution rates every five- (5) years beginning January 1, 2005. The rates shall be mutually agreed upon and shall be based upon the most recent maintenance costs and projected replacement costs of the facility's improvements.

#### **IV. IT IS MUTUALLY AGREED:**

This agreement shall be binding upon and inure the benefits of the parties, their successors and assigns.

This agreement constitutes the entire agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth in the agreement and that all prior arrangements and understandings in this connection are merged into and contained in this agreement. This agreement may only be amended in writing and signed by all parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in several counterparts, each of which shall be considered as an original, by their duly authorized officers as of the dates below indicated.

**For the Village of Oak Park**

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_

**For the Oak Park Park District**

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_

**For the Oak Park Public Library**

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_

3/30/99

APPENDIX A  
DOLE LEARNING CENTER INTERGOVERNMENTAL CONTRIBUTION RATE CALCULATIONS  
Assumes 20 Year Contribution for Initial Installation of HVAC System

PROJECT DESCRIPTION	Type of Project	FUND BY CDBG	FUND BY CIP	TOTAL	LIFE CYCLE	ASSUMED INTEREST RATE @ 2.5%	ANNUAL FUNDING REQUIREMENT	% APPLIED TO FUTURE REPLACEMENT	ANNUAL RENTAL PAYMENT	ANNUAL COST PER SQ FOOT @ 10,174 sq ft
ADA Signage - Exterior & Interior	ADA	\$ 2,000		\$ 2,000	10	2.5%	\$0.00	50%	\$0.00	-
Entrance Door Operators	ADA	\$ 3,500		\$ 3,500	15	2.5%	\$0.00	60%	\$0.00	-
Exterior Lighting	ADA	\$ 9,500		\$ 9,500	15	2.5%	\$0.00	25%	\$0.00	-
Chair Lift from Ground to 1st & 2nd	ADA				20	2.5%	\$0.00	0%	\$0.00	-
Replace Doors & Frames	ADA	\$ 30,000		\$ 30,000	25	2.5%	\$0.00	50%	\$0.00	-
Stair Case Handrail Upgrades	ADA	\$ 35,000		\$ 35,000	50	2.5%	\$0.00	25%	\$0.00	-
Chair Lift - 2nd to 3rd Floor	ADA				20	2.5%	\$0.00	0%	\$0.00	-
Alternates # 1-5	ADA	\$ 89,600		\$ 89,600	25	2.5%	\$0.00	50%	\$0.00	-
Elevator	ADA	\$ 250,000		\$ 250,000	25	2.5%	\$0.00	20%	\$0.00	-
Sidewalk Improvements - ADA	CONCRETE	\$ 12,000		\$ 12,000	30	2.5%	\$573.33	50%	\$286.67	0.0282
Replace East Side Concrete Stairs	CONCRETE	\$ 15,000		\$ 15,000	30	2.5%	\$716.65	50%	\$358.33	0.0352
Interior Highway/Stair Lighting	ELECTRIC	\$ 5,500		\$ 5,500	15	2.5%	\$444.22	25%	\$111.05	0.0109
Back-Up Power Generator	ELECTRIC	\$ 15,000		\$ 15,000	25	2.5%	\$814.14	75%	\$610.60	0.0600
Fire Alarm Upgrades	ELECTRIC	\$ 15,000		\$ 15,000	10	2.5%	\$1,713.88	50%	\$856.94	0.0842
Pressurize Stair Tower	GENERAL	\$ 2,500		\$ 2,500	10	2.5%	\$285.85	50%	\$142.82	0.0140
Painting & Patching	GENERAL	\$ 13,000		\$ 13,000	7	2.5%	\$2,047.44	100%	\$2,047.44	0.2012
Site Work	GENERAL	\$ 15,000		\$ 15,000	25	2.5%	\$814.14	50%	\$407.07	0.0400
General Construction	GENERAL	\$ 109,000		\$ 109,000	25	2.5%	\$5,918.08	25%	\$1,479.02	0.1454
First Floor Bathroom Accessibility	PLUMBING				20	2.5%	\$0.00	0%	\$0.00	-
Bathrooms	PLUMBING	\$ 109,000		\$ 109,000	20	2.5%	\$6,414.71	25%	\$1,603.68	0.1576
Replace Sidewalks	CONCRETE		\$ 6,000	\$ 6,000	30	2.5%	\$286.67	50%	\$143.33	0.0141
Tuckpointing	CONCRETE		\$ 41,656	\$ 41,656	25	2.5%	\$2,260.92	100%	\$2,260.92	0.2222
Electrical Service Upgrades	ELECTRICAL		\$ 33,000	\$ 33,000	30	2.5%	\$1,576.66	75%	\$1,182.50	0.1162
Electrical Wiring Replacement	ELECTRICAL		\$ 75,000	\$ 75,000	30	2.5%	\$3,583.32	25%	\$895.83	0.0881
Replace Boiler Room Door & Frame	GENERAL		\$ 1,500	\$ 1,500	25	2.5%	\$81.41	50%	\$40.71	0.0040
Replace Windows - Basement Glass Blocks	GENERAL		\$ 2,040	\$ 2,040	50	2.5%	\$71.93	25%	\$17.98	0.0018
Repair Roof Membrane	GENERAL		\$ 3,220	\$ 3,220	20	2.5%	\$206.55	100%	\$206.55	0.0203
Copper Downspouts	GENERAL		\$ 3,780	\$ 3,780	75	2.5%	\$112.09	50%	\$56.05	0.0055
Replace Entrance Double Doors/Frames	GENERAL		\$ 4,000	\$ 4,000	25	2.5%	\$217.10	50%	\$108.55	0.0107
Copper Gutters	GENERAL		\$ 6,228	\$ 6,228	75	2.5%	\$184.88	50%	\$92.34	0.0091
Reroof North/South Window Walls	GENERAL		\$ 7,000	\$ 7,000	75	2.5%	\$207.58	50%	\$103.79	0.0102
Repair to Stone Stairs & Columns	GENERAL		\$ 10,000	\$ 10,000	50	2.5%	\$352.58	50%	\$176.29	0.0173
Repaint Interior Walls/Exterior Soffits	GENERAL		\$ 15,000	\$ 15,000	7	2.5%	\$2,362.43	50%	\$1,181.22	0.1161
Replace Floor Covering w/Tile 8,991 sq ft	GENERAL		\$ 42,462	\$ 42,462	25	2.5%	\$2,304.66	75%	\$1,728.50	0.1699
Repair Roof - Slate	GENERAL		\$ 94,230	\$ 94,230	75	2.5%	\$2,794.28	75%	\$2,095.69	0.2080
Replace 80 Windows	GENERAL		\$ 96,000	\$ 96,000	50	2.5%	\$3,384.77	100%	\$3,384.77	0.3327
Ventilation/Air Cond System	GENERAL		\$ 140,000	\$ 140,000	25	2.5%	\$7,598.63	50%	\$3,799.31	0.3734
<b>TOTAL PROJECT COSTS</b>		<b>\$ 721,600</b>	<b>\$ 581,116</b>	<b>\$ 1,302,716</b>			<b>\$ 47,326.50</b>		<b>\$ 25,377.96</b>	<b>2.49</b>

## DOLE LEARNING CENTER INTERGOVERNMENTAL CONTRIBUTION RATE CALCULATIONS

3/30/99	PROJECT DESCRIPTION	Type of Project	FUND BY CDBG	FUND BY CIP/GENERAL	TOTAL	LIFE CYCLE	ASSUMED INTEREST RATE @	ANNUAL FUNDING REQUIREMENT	% APPLIED TO FUTURE REPLACEMENT	ANNUAL RENTAL PAYMENT	ANNUAL COST PER SQ FOOT @14,915 sf
							0%				
OPERATING COSTS											
	Natural Gas			\$ 4,000	\$ 4,000	1	0.0%	\$4,000.00	100%	\$4,000.00	\$ 0.2882
	Electric			-	\$ -	1	0.0%	\$0.00	100%	\$0.00	\$ -
	Water/Sewer			\$ 2,500	\$ 2,500	1	0.0%	\$2,500.00	100%	\$2,500.00	\$ 0.1678
	General Maintenance/Upkeep			\$ 11,188	\$ 11,188	1	0.0%	\$11,188.00	100%	\$11,188.00	\$ 0.7500
	Management/Admin Charge			\$ 2,000	\$ 2,000	1	0.0%	\$2,000.00	100%	\$2,000.00	\$ 0.1341
TOTAL OPERATING COSTS			\$ -	\$ 19,686	\$ 19,686					\$ 19,686	\$ 1.32
INITIAL PROJECT CONTRIBUTIONS											
	Ventilation/Air Cond System (1)		\$ -	\$ 140,000	\$ 140,000			\$ 5,250		\$ 5,250	\$ 0.3520
TOTAL INITIAL COSTS			\$ -	\$ 140,000	\$ 140,000			\$ 5,250		\$ 5,250	\$ 0.352
TOTAL ALL COSTS			\$ 721,600	\$ 740,802	\$ 1,462,402			\$ 52,576		\$ 50,314	\$ 4.166

(1) The Initial Project Contribution figure assumes that the tenants contribute 75% of the cost of the first installation. That cost is allocated into the per square foot rent base and is spread out over the first 20 years of the rent \$140,000 X 75% divided by 20 Years divided by 14,915 sq. feet = \$5,250 annually divided 14,915 = \$0.352 per sq. foot.

(1) The Initial Project Contribution figure assumes that the tenants contribute 75% of the cost of the first installation. That cost is allocated into the per square foot rent base and is spread out over the first 20 years of the rent. \$140,000 X 75% divided by 20 Years divided by 14,915 sq. feet = \$5,250 annually divided 14,915 = \$0.352 per sq. foot.

## APPENDIX A

# CONTRIBUTION CALCULATIONS DOLE LEARNING CENTER

20 Year Contribution for Initial HVAC System

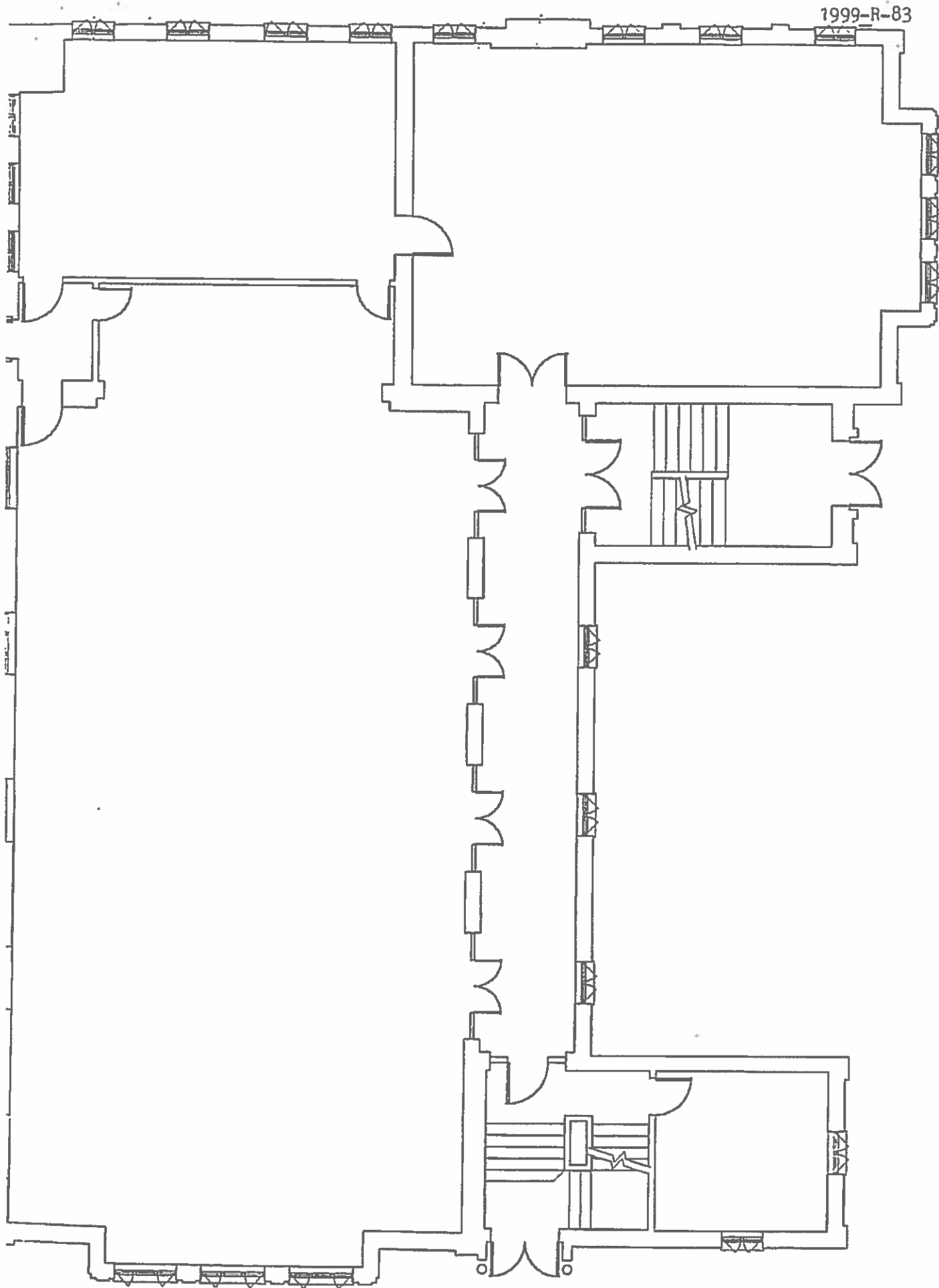
Tenant	Applicable Square Ft	Cost per		Annual Revenue	Monthly Revenue
		Square Ft @	\$		
		4.166			
Oak Park Library	4,039	\$	4.166	\$ 16,827.55	\$ 1,402.30
Oak Park Park District	2,637	\$	4.166	\$ 10,986.45	\$ 915.54
Train Club *	688	\$	4.166	\$ 2,866.39	\$ 238.87
Village of Oak Park *	500	\$	4.166	\$ 2,083.13	\$ 173.59
3rd Floor	2,310	\$	4.166	\$ 9,624.08	\$ 802.01
<b>TOTAL RENTAL SPACE</b>	<b>10,174</b>			<b>\$ 42,387.60</b>	<b>\$ 3,532.30</b>
* 50% of Basement Floor Space was Used					
3/30/1999					

## **APPENDIX B**

### **EXISTING SCHEMATIC FLOOR PLAN OF THE DOLE LEARNING CENTER**

(To be provided prior to execution of agreement)

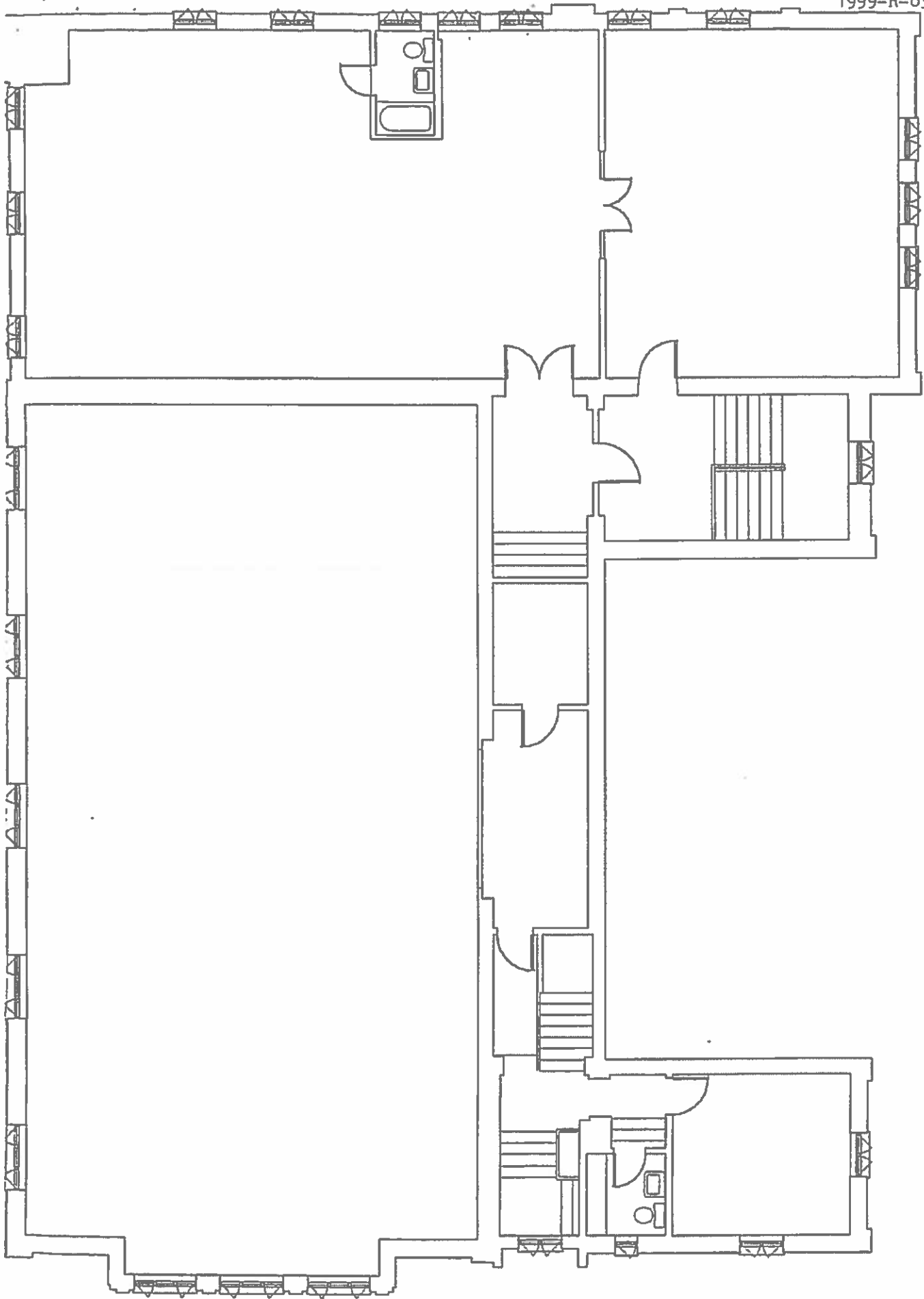




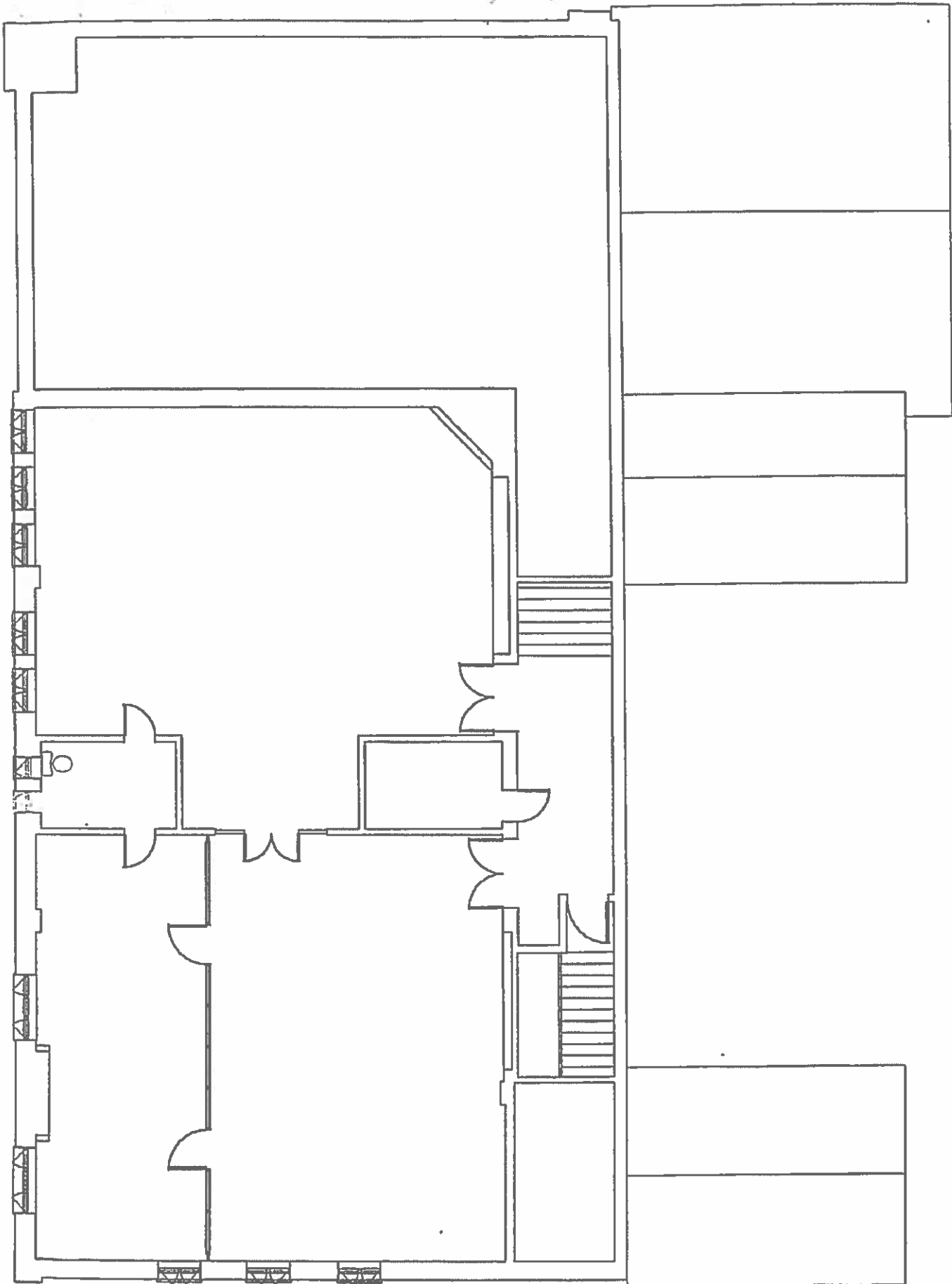
1999-R-83

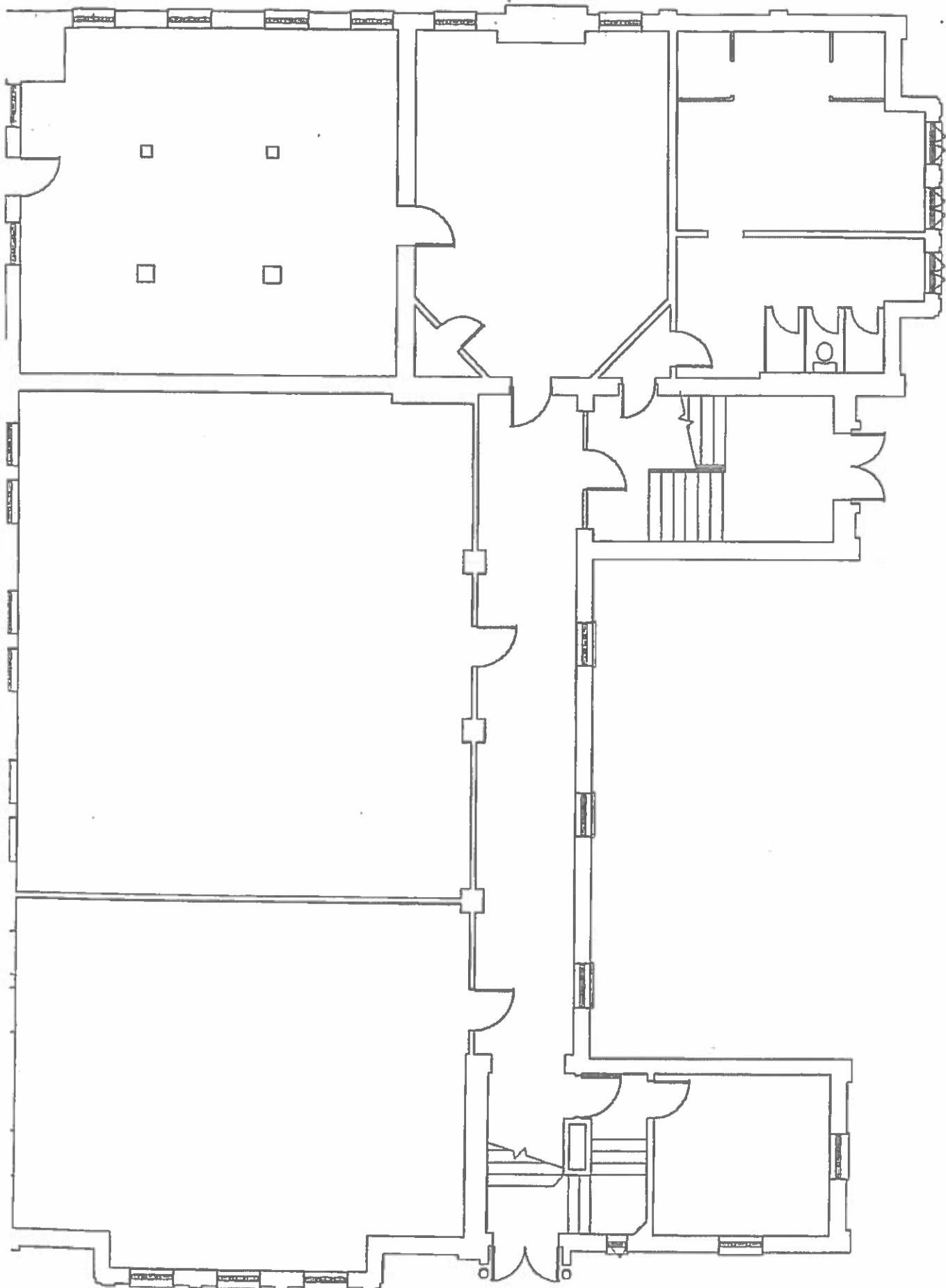
157

APPENDIX B



3<sup>rd</sup> Fl.





B5017

**Gilmore Franzen Architects, Inc.**

409 North Ridgeland Avenue  
 Oak Park, Illinois 60302  
 Phone: (708) 386-4620  
 Fax: (708) 386-4630

**TRANSMITTAL**

**TO:** Mr. Tom Campagna  
 Village of Oak Park  
 One Village Hall Plaza  
 Oak Park, Illinois 60302-4272  
**RE:** Dole Learning Center

**DATE:** July 14, 1999  
**PROJECT:** Dole Roof  
**PROJECT NUMBER:** 9902  
**VIA:** Hand

**WE TRANSMIT  
 FOR YOUR**



**HEREWITH  
 REVIEW & COMMENT**



**AS REQUESTED  
 INFORMATION & RECORD**

**ACTION  
 CODE**

A. Action indicated on item transmitted  
 B. No action required  
 C. For signature and return to this office

D. For signature and forwarding as noted below under REMARKS  
 E. See REMARKS below

Quantity	Item	Date	Description	Action Code
1 ea.	Copy	--	8 1/2 x 11 existing plans of the Dole Learning Center	B

**Remarks:**

Tom,

Call if you need anything else.

Bob

**Copies To:**

**ISSUED BY:** Robert S. Franzen

**SIGNED:**



