

ORDINANCE NO. 1999-07-066

AN ORDINANCE APPROVING AN AGREEMENT WITH THE URBANA FREE LIBRARY
AND THE URBANA FREE LIBRARY FOUNDATION
(Urbana Free Library Expansion)

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA,
ILLINOIS, as follows:

Section 1. That a Cooperative Agreement Regarding the Urbana Free Library Expansion, in the form of a copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this 19th day of July, 1999

AYES: Hayes, Huth, Kearns, Patt, Taylor, Wyman

NAYS:

ABSTAINED:

APPROVED by the Mayor this 23rd day of July, 1999


Phyllis D. Clark
Phyllis D. Clark, City Clerk

Tod Satterthwaite
Tod Satterthwaite, Mayor

Ref. via m... ..

This is an Agreement made this 19th day of July, 1999 by and between the City Council of the City of Urbana, Illinois ("City"), a municipal corporation, the Board of Trustees of the Urbana Free Library ("Board"), an administrative agency of the City of Urbana, and the Urbana Free Library Foundation ("Foundation"), an Illinois not-for-profit corporation.

WITNESSETH:

WHEREAS, The parties hereto desire to cooperate and assist each other in financing, designing, engineering, constructing, furnishing, and equipping an improved central public library building ("Improved Library") in Urbana, Illinois; and

WHEREAS, the City has established a Library Building Fund which will have a balance of approximately \$2 million by June 30, 2000 as stated in the City's 1999-2000 budget, and

WHEREAS, the City projects in its 1999 Multi-Year Financial Plan and Policies that \$3.5 million will be available in the Library Building Fund by June 30, 2002, and

WHEREAS, The parties desire to document in this Agreement their rights, duties, responsibilities, and obligations (“roles”) in this project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the parties agree as follows:

A. **Purpose.** The purpose of this Agreement is to set forth the roles of the parties that desire to cooperate with each other in financing, designing, engineering, constructing, furnishing and equipping an Improved Library in Urbana, Illinois.

B. Intent of Parties:

1. For the purposes of this Agreement, the Improved Library shall be located in Urbana on the property bounded by Race Street, Elm Street, Cedar Street, and Green Street (site), and that contracts for construction of the Improved Library shall comply with the provisions of the City of Urbana's Equal Opportunity in Purchasing Ordinance and all other applicable codes and ordinances.

2. All parties must agree to the use of the site, the comprehensive building program (facility plan), the schematic and final design and the specifications prior to entering into contracts for construction of the Improved Library.

3. All parties agree to the formation of a Technical Team to be composed of the Director of the Urbana Free library, the City Facilities Manager, the architect, and the balance of the design team.

4. The parties agree to contract for a preliminary architectural study for an Improved Library project with a total cost of \$4.75 million. The contract amount shall not exceed \$35,000. The parties agree to determine the cost of operating a \$4.75 million

Improved Library. The projected costs shall be in the form of a projected library budget for the first 5 years after the opening of the Improved Library. The preliminary architectural study will include an additional itemized list of options that were detailed in the expansion plan presented to the City Council in January 1996. This list shall include the construction cost and the operating cost implications for each item.

5. The parties shall establish the total project cost based upon the review of the preliminary architectural study and the projected operating costs of the Improved Library and available funding.

6. The parties agree that the attached Library Expansion Timeline will be used as a guide to Foundation, Board, and City activities as they relate to the construction of the Improved Library. This timeline may be adjusted from time to time as needed.

7. The parties can, by mutual agreement, adjust the total project cost based upon updated estimates of the private fundraising contributions that can be secured by the Foundation.

C. **Role of the Technical Team**

1. The Team shall make a recommendation about whether to proceed with the Improved Library project based upon the review of the preliminary architectural study and projected operating costs and forward that recommendation to the parties for approval.

2. The Team shall determine the best and most cost-effective plan for use of the site, and recommend that to the parties for approval. This shall consist of a plan for the entire site indicating location of properties, the conceptual footprint of the proposed library addition, the location of parking, and the access routes into the library.

3. The Team shall develop a comprehensive building program document and recommend that to the parties for approval. This program will indicate all functions for the Library operation, and the amount of the square footage delivered in the Improved Library for each function.

4. The Team shall develop a schematic design for the Improved Library and recommend that to the parties for approval. This schematic design will include conceptual floor plans for use of the Improved Library, conceptual elevations of the outward appearance, and preliminary cost estimates.

5. The Team shall develop the final design and specifications for the Improved Library and recommend those to the parties for approval. This design will include the final site plan, elevations of the Improved Library, detailed floor plans, space/area assignments, and a timeline for construction.

6. The Team shall prepare all documents relevant to the bidding process, solicit bids for the project, prepare contract documents, and recommend those to the parties for approval.

D. **Role of the Board:**

1. The Board shall act on the technical team's recommendation about whether to proceed with the Improved Library project based upon the review of the preliminary architectural study and projected operating costs.
2. The Board shall solicit input from the community at-large at appropriate points throughout the project, but particularly during the development of the comprehensive building program document (also known as a facility plan).
3. The Board shall select and enter into a contract with an architect to design the Improved Library, and provide other related services as needed. The Board shall direct and assist the architect as necessary to accomplish the ultimate design of the Improved Library. The Board shall be responsible for the payment to the architect, with the understanding that all grant money or other extraordinary funding is to be expended first.
4. The Board shall approve the plan for the use of the site.
5. The Board shall approve the comprehensive building program document (also known as a facility plan).
6. The Board shall approve the schematic design of the Improved Library.
7. The Board shall approve the final design and specifications of the Improved Library.
8. The Board shall approve the contract documents.
9. The Board shall use its best efforts to secure a \$250,000 grant from the Secretary of State's office for the purpose of funding the Improved Library project.
10. The Board agrees to seek additional grant money for the purpose of funding the Improved Library project.
11. Upon completion of construction of the Improved Library, the Board shall assume the responsibility for operating and maintaining the structure.

E. **Role of the City:**

1. The City Council shall act on the technical team's recommendation about whether to proceed with the Improved Library project based upon the review of the preliminary architectural study and projected operating costs.
2. The City Council shall approve the plan for the use of the site.
3. The City Council shall approve the comprehensive building program document (also known as a facility plan) for the Improved Library.

4. The City Council shall approve the schematic design and specifications for the Improved Library.

5. The City Council shall approve the final design and specifications of the Improved Library.

6. The source of funds for preliminary and subsequent expenses, including but not limited to those for construction and other needed services, shall be the Library Building Fund or other sources of funds as may be available.

7. The City shall provide the Facilities Manager for the project to function as Project Manager for the duration of the project. This Project Manager shall have responsibilities including but not limited to, construction management, architect direction, change order approval, schedule compliance, and pay request approval.

8. The City shall undertake the responsibility, in conjunction with the Technical Team, for preparing all bid documents and for obtaining competitive bids for this project via a conventional bid process. Upon receipt of bids and approval of the total project, the City will enter into contracts with each successful bidder in each bid group, even though these individual contracts may be assigned to the successful General Contractor for coordination.

9. All disbursements will be made by the City Finance Department in accordance with the regular bill paying process, after approval by the Project Manager.

F. **Role of the Foundation:**

1. The Foundation shall act on the technical team's recommendation about whether to proceed with the Improved Library project based upon the review of the preliminary architectural study and projected operating costs.

2. The Foundation agrees to use its best efforts to raise no less than \$1 million from private donations toward the total cost of the Improved Library and to have those funds in-hand no later than June 30, 2002.

3. The Foundation shall approve the plan for the use of the site.

4. The Foundation shall approve the comprehensive building program document (also known as a facility plan) for the Improved Library.

5. The Foundation shall approve the schematic design and specifications of the Improved Library.

6. The Foundation shall approve the final design and specifications of the Improved Library.

7. The Foundation shall exclusively determine the method and the persons it shall employ in its fundraising activities.

8. The Foundation agrees that it shall certify to the City and the Board, prior to the commencement of any construction of the Improved Library, the amount that it has received in cash and/or reliable pledges due in a timely manner so as to assure that funds will be available to pay expenses as they occur.

9. All funds raised by the Foundation shall be under the exclusive control of the Foundation, and those funds raised for the expansion of the Library shall be paid over to the Board and the City in such amounts as requested, with the understanding that expenses for design will be paid to the board, while all other funds are paid to the City for construction costs. It is further understood that all surplus funds raised, after paying all expenses associated with construction of the Improved Library shall be used to benefit the Library in consultation with the Board and the City.

G. **Administration of Cooperative Agreement:**

1. There is hereby created a joint committee responsible for the oversight of this cooperative undertaking. The joint committee shall consist of the City's Mayor or designee, the Board's President or designee, and the Foundation's President or designee.

2. The Technical Team shall periodically (but no less than quarterly) submit written reports to the committee for the purpose of keeping the bodies to this Agreement informed on the progress of the project, as well as for reviewing critical issues and recommending solutions.

3. This committee shall meet periodically (but no less than quarterly), at such interval as is necessary to inform their respective bodies on the status of the project, to assure no delays are encountered, and to assure cooperation of all parties.

4. This section shall not be construed to grant to the joint committee powers reserved to the parties of this Agreement

5. Whenever approval of the Board or Foundation is required, such shall be manifested in writing by the President of the Library Board or the President of the Foundation respectively. City Council approval, when required shall be manifested by a resolution duly adopted by a majority of the alderpersons present and voting.

H. **Termination of Agreement:** All Roles under this Agreement terminate upon occupancy of the Improved Library by the Board and the payment of all costs of designing, engineering, constructing, furnishing and equipping, whichever occurs last.

IN WITNESS WHEREOF the parties have executed this Agreement at Urbana, Illinois, as of the day and year first above written.

CITY OF URBANA, ILLINOIS

By: Tod Satterthwaite
Tod Satterthwaite, Mayor

DATE: 8/28/01

ATTEST:

Phyllis D. Clark
Phyllis D. Clark, City Clerk

BOARD OF TRUSTEES OF THE URBANA FREE LIBRARY

By: Michael Stevenson
Michael Stevenson, President

URBANA FREE LIBRARY FOUNDATION

By: Rupert Evans
Rupert Evans, President

7/14/99