

LETTER OF UNDERSTANDING

THIS LETTER OF UNDERSTANDING is made this 13th day of November, 1996, by and between the Aurora Public Library ("Library") and Aurora West School District #129 ("School District").

W I T N E S S E T H:

WHEREAS, the Library, School District and the City of Aurora entered into that certain Joint Agreement dated October 3, 1995 ("Joint Agreement") relating to the construction, cost-sharing and operation of the facility described as "Branch Library/Washington Middle School Learning Center/Tech Center"; and

WHEREAS, the Library and School District desire to clarify and supplement the Joint Agreement as set forth herein; and

WHEREAS, the parties hereto deem it desirable to set forth hereafter such additional supplementary procedures and guidelines for operation as may be agreed upon from time to time.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. Name Change. The facility being construction at the Washington Middle School site shall be known as the "Aurora Branch Library/Washington Middle School Tech Center". For purposes of brevity, the Branch Library/Washington Middle School Tech Center shall be referred to herein as the "Facility".

2. Construction Matters. The parties acknowledge that the construction of the Facility will involve the coordination of efforts and decision-making on the part of both parties. It is intended that the School District shall be in direct contact with

Unteed Nelson Slack Anderson, Ltd. ("Architect") under that certain agreement dated July 5, 1995 between School District as "Owner" and Architect (the "Architect Agreement"). The Library shall be a third party beneficiary to the Owner/Contractor and Owner/Architect Agreement pursuant to that certain Amendment No. 2 to the Architect Agreement being proposed by the parties as of this date.

3. Construction Representative. Each of the parties will be invited to be present at any and all construction meetings held between the Architect, a party, and any contractor relating to the Facility. The parties shall each designate a construction representative to represent its interests at these meetings. Initially, Janet Plaza shall be the construction representative for the Library and John Witcher shall be construction representative for the School District. In the event of an on-site matter arising which requires immediate input of a party hereto, the construction representative shall be consulted and shall have authority to make such decision on behalf of his designated principal.

4. Construction Payouts. Requests for payouts with respect to the Facility shall be forwarded to each party in accordance with the provision of this paragraph 4. The contractors retained to construct the Facility shall be directed to request payouts on a monthly basis and the approval for payouts shall be as follows:

- The architect shall submit to the construction representative for the School District all requests for payout during the first week of each month in which a payout is desired, along with the architect's recommendation regarding approval.

- A copy of the request for payout shall be delivered promptly by the School District to the construction representatives for the Library.

- The construction representatives shall review and approve or deny any such payouts as soon as reasonably practicable, but in all events prior to the board meeting of their respective principals.

- If approved by the Library's construction representative, the payout request shall be submitted at the next regular or special meeting to the Board of Directors of the Library for approval.

- Upon approval by the Board of Directors of the Library, the Library shall so notify the construction representative for the School District and the payout request shall be submitted to the City of Aurora, Roger Cantlin, Finance Director, for reimbursement to the School District.

- The School Board for the School District shall review each payout request at its next regular meeting during the third week of each month, or at such other special meetings as may be called from time to time according to its customary policy.

- If approval by both parties' boards is not obtained, the construction representatives shall meet with the board or boards disapproving same to attempt resolution of the matter or proposal for further action.

5. Change Orders. The parties acknowledge that any change orders regarding the Facility shall be undertaken and submitted

only in accordance with the Illinois statutes relating to change orders and rebidding of changes for School District construction projects, generally. (105 ILCS 5/10-20.21 and 720 ILCS 5/33E-9).

6. Contingency Funds. Each party hereby authorizes its designated construction representative to approve payments from a contingency fund established for purposes of paying for unforeseen contingencies, subject to a \$15,000.00 limit for each such contingency.

7. Authority With Respect to Changes Within Facility. The parties acknowledge that the Facility is comprised of a branch library section denoted on the final prints of the Architect dated September 10, 1996, plus addenda 1-6, and drawings dated December 12, 1996 from governing body review, as "Library" and a tech center portion denoted on such plans as "Tech Center". The parties further acknowledge that the Library retains full authority to make a determination as to construction and operational issues within the Library area and the School District retains full authority to make construction and operating decisions with respect to the Tech Center portion of the Facility. Accordingly, the School District shall consult with the Library's construction representative for resolution of construction issues relating to the Library area of the Facility and shall follow the direction given by the Library's Construction representative as to matters relating solely to the Library in communicating same to the Architect.

8. Roadway, Parking Lot, and Walkway Snow and Ice Removal. The parties acknowledge that the schedules of the Library with

respect to the Library portion of the Facility and the schedules of the School District with respect to the Tech Center portion of the Facility will differ. Notwithstanding the foregoing, the School District acknowledges that its obligations under the Joint Agreement relating to clearing snow and ice from the roadway, parking lot and walkways shall be coordinated to assure the Library that those functions are performed prior to and during the scheduled hours for the Library's operation at the Facility.

9. Parking Lot Lighting. The parties agree to coordinate the billing of the exterior parking lot lighting. Presently, the parties contemplate that the exterior parking lot lighting shall be separately metered and each party shall pay their own bill, or, in the alternative, the bill will be received and paid by the School District and the School District will forward a copy of the bill, together with proration calculations to the Library for reimbursement of the Library's share of such bills.

10. Common Hallway. Article IV-1 of the Joint Agreement relating to a common hallway contemplated unrestricted public use of the hallway. As the current configuration of the hallway predominantly serves as the entrance to the Facility by students of the school, the public shall be restricted in its use thereof. The Library shall have unrestricted use of the hallway as access to its mechanical facilities. The public shall continue to have unrestricted use during Library hours of the entrance into the Library portion of the Facility as depicted on the final prints of the Architect.

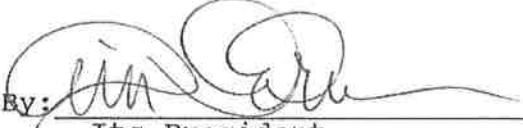
11. Party Wall in Article V-1. Article V-1 of the Joint Agreement contemplated a party wall agreement relating to a party wall within the Facility. As the present plans do not contemplate a party wall, the parties acknowledge that reference to repair or reconstruction of the party wall and a party wall agreement are inapplicable.

12. Communications to Architect. The parties agree that the Library shall receive a carbon copy of all communications between the School District's construction representative and the Architect relating to the Facility and the Architect shall be required to forward copies to the Library of correspondence sent by it to the School District relating to the Facility.

IN WITNESS WHEREOF, the parties have executed this Letter of Understanding effective as of the date of approval by the Board of the party last approving same.

Approved by the Aurora West School District 129 Board on
November 13, 1996

AURORA WEST SCHOOL DISTRICT 129

By: 
Its President

ATTEST:


Its Secretary

Approved by the Board of Directors of the Aurora Public Library on _____, 1996.

AURORA PUBLIC LIBRARY

By: Walter J. Meinert
Its President

ATTEST:

Joanna Thorpe
Its Secretary