

## **GENESEO COMMUNITY CENTER MEMBERSHIP AGREEMENT**

Under our Health Insurance Plan, the Geneseo School District has had a “Business Membership” with the Geneseo Community Center for quite a few years now. This agreement allows all employees (both part-time and full-time) the opportunity to enroll in a membership plan of their choosing at a discounted rate. Our current membership agreement ends on October 31, 2008. For this past year, the District has had 127 people take advantage of this membership. The recommended “discounted” amount would be \$575 for a 35% rate reduction. This \$575 fee would be taken out of the District’s Health Insurance Plan.

**Jack Schlindwein**

REGULAR AND DIESEL FUEL BIDS

WILL BE OPENED ON WEDNESDAY,  
OCTOBER 8, 2008

FINAL RECOMMENDATION AT THE  
TIME OF THE MEETING

HEALTH/LIFE SAFETY PROJECTS - 2009  
 Prices include 10% Contingency and 10% Architect Fee

<b>BUILDING</b>	<b>PROJECT</b>	<b>SUMMER OF 2009</b>
<b>Millikin</b>	Geothermal	\$1,441,500
	Asbestos Abatement	\$58,500
	ADA Toilet Remodeling	\$18,000
	Gym Windows	\$30,000
	Pass Card/Lock Work	\$30,000
	TOTAL	\$1,578,000
<b>Southwest</b>	ADA Toilet Remodeling	\$24,000
	Roof Repair	\$12,000
	Temperature Controls	\$13,200
	Pass Card/Lock Work	\$20,400
	Monitor/Buzzer System	\$4,400
	TOTAL - H/L Safety Funds	\$74,000
<b>High School</b>	Temperature Controls	\$60,000
	Boiler Repair	\$54,000
	Press Box Repair	\$90,000
	Lockers in Boys' L.R.	\$116,400
	Locker Room Doors	\$14,400
	Dust Collect. in Ind. Arts	\$30,000
	Replace Kitchen Exhaust Fan	\$18,000
	Roof repairs	\$21,600
	TOTALS	\$404,400
<b>Rock River</b>	Roof repair on gym	\$20,400
<b>Middle School</b>	New door bars	\$10,800
	Temperature Controls	\$13,200
	TOTAL - H/L Safety Funds	\$24,000
	<b>TOTAL H/L SAFETY FUNDS</b>	<b>\$2,100,800</b>

## INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made this 9th day of October, 2008, by and between the VILLAGE OF ATKINSON, ILLINOIS, (hereinafter referred to as ATKINSON) and GENESEO UNIT SCHOOL DISTRICT NO. 228 (hereinafter referred to as SCHOOL DISTRICT);

WITNESSETH:

WHEREAS, each party hereto is a valid governmental unit of the State of Illinois; and

WHEREAS, ATKINSON is the owner of real estate located within its Village limits, commonly described as 109 South State Street, Atkinson, Illinois, and known as the elementary school premises; and

WHEREAS, the SCHOOL DISTRICT has closed the elementary school and is currently obligated to return the premises to ATKINSON by October \_\_\_\_, 2008; and

WHEREAS, the parties wish to provide a mutually agreeable arrangement for the SCHOOL DISTRICT to continue to lease and sublease this real estate for an additional specific term;

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. The recitals are hereby incorporated by reference into this Agreement.
2. ATKINSON shall lease to the SCHOOL DISTRICT the above-described premises, in accordance with the terms hereinafter set forth.
3. The term of the lease shall be through April 30, 2009, the end of the fiscal year of ATKINSON, and the SCHOOL DISTRICT'S interest in the premises shall terminate on that date.
4. The SCHOOL DISTRICT shall maintain the buildings and improvements on the premises in a reasonable manner, and shall be responsible to keep them in an operable and safe condition at all times. The SCHOOL DISTRICT shall pay all utilities for said premises.
5. ATKINSON shall not charge the SCHOOL DISTRICT any specific rent for the SCHOOL DISTRICT'S lease of the premises, subject to the remaining terms of this paragraph and Agreement. The SCHOOL DISTRICT is permitted to sublease said premises, or any part thereof, to the Regional Office of Education (R.O.E.) under such terms as are currently in effect between those parties. No amendment in these terms shall be made without ATKINSON'S written consent. Said rent shall be applied first to utility and maintenance costs incurred by the SCHOOL DISTRICT under this Agreement, and any balance will be divided equally between the SCHOOL DISTRICT and ATKINSON. In the event that the rent is not sufficient to cover these expenses, the SCHOOL DISTRICT shall be responsible to pay any additional amounts therefore. The SCHOOL DISTRICT shall account to ATKINSON for the total revenues received between October 10, 2008 and April 30, 2009. The R.O.E. rent will be accrued at a daily rate of \$78.99 and the total revenue

recognized for the R.O.E. rent by the SCHOOL DISTRICT during the lease period will be a total of \$16,034.97 This amount will be included in total revenues received, whether actual payment has or has not been received yet by the SCHOOL DISTRICT from the R.O.E. The District shall also account for all expenses incurred in the maintenance of the elementary school for the same time period. Any excess of revenue over expenses shall be shared equally with ATKINSON. Any excess of expenses over revenue shall be shared equally with ATKINSON at the end of the accounting period, but only as a credit for future rent of the gymnasium space at the elementary school by the SCHOOL DISTRICT so long as ATKINSON maintains ownership of the school building. ~~The SCHOOL DISTRICT may further sublease any portion of the premises not used by R.O.E., and the rent therefrom shall be applied in the same manner as set forth above. In the event that such unused portions of the premises are not subleased as heretofore provided, ATKINSON shall have the ability to either utilize these areas for its own use or enter into rental agreements with third parties for their use and any excess of revenue over expenses shall be shared equally with the SCHOOL DISTRICT, subject to arrangements with the SCHOOL DISTRICT'S scheduling staff.~~

6. In the event that either party breaches this Agreement, the other party shall have available any legal or equitable remedy to enforce its rights or remedy damages. These rights shall include the right of forcible entry and detainer upon thirty (30) day notice to the SCHOOL DISTRICT as tenant. The aggrieved party to any action hereunder shall have the right to its reasonable attorney's fees and costs if successful.

7. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, assigns and successors in interest.

8. The signatures of each party hereto are pursuant to the authority of the governing board of that party after a majority vote authorizing the execution hereof.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 9th day of October, 2008.

VILLAGE OF ATKINSON, ILLINOIS

GENESEO SCHOOL DISTRICT UNIT 228

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

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_