



## MEMORANDUM

**TO:** Peter Breen, Chairperson, and  
Economic and Community Development Committee Members

**FROM:** William Heniff, AICP, Director of Community Development *WH*

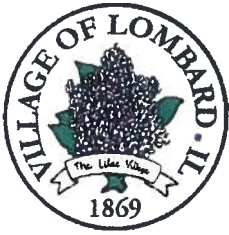
**DATE:** June 12, 2012

**SUBJECT:** **Carriage House Activities, CIP Expenditures and Future Tax  
Increment District Allocations**

Attached is a memo regarding Carriage House Activities, CIP Expenditures and Future Tax Increment District Allocations together with copies of certain documents referenced within the memorandum. Please note that while the Village's 2012-2021 Capital Improvement Plan (CIP) was also referenced, this document was not copied and included due to its size.

If any of the members would like to receive a full copy of the CIP, please contact staff and that can be arranged. As an alternative, it can also be accessed using the Village's website by following the below link:

<http://www.villageoflombard.org/index.aspx?NID=2001>



## MEMORANDUM

**TO:** Peter Breen, Chairperson  
Economic and Community Development Committee

**FROM:** William J. Heniff, AICP, Director of Community Development WA

**DATE:** June 12, 2012

**SUBJECT:** Carriage House Activities, CIP Expenditures and Future Tax Increment District Allocations

As noted at past meetings of the Village Board and the Economic and Community Development Committee (ECDC), the Village has been discussing and addressing the existing and future programs and activities that are funded through the Village's Downtown Lombard Tax Increment Financing (TIF) funds. This memorandum provides background information relative to the Carriage House project funding partially using TIF dollars and was included within the Village's Capital Improvement Program (CIP). In addition, the memorandum provides the following updates and background narrative relative to the status of this fund. Staff is seeking input from the ECDC regarding future allocations.

### CARRIAGE HOUSE DISCUSSION

Discussion at the last Village Board meeting included the aforementioned Carriage House improvements to the Historical Society and its funding structure as set forth in the previously executed intergovernmental agreement with the Historical Society. The project was included within the CIP and was recommended for approval by the Public Works Committee. The Village Board approved the attached agreement in February, 2012 and the bid award on May 11, 2012. Two key components are noted as part of the funding component of the agreement:

#### Component 1: Loan Provision

To facilitate the work to be done by December 31, 2012 to meet previous grant obligations from the State of Illinois (in the amount of \$70,000), and in an effort to work cooperatively, the Village Board agreed to provide for part of the project construction using Village funds as a loan. This loan shall be reimbursed by the Historical Society using the grant funds and other donations and revenues. The Society represented that they had collateral in the form of Certificates of Deposit and past donations totaling \$73,296. The project went to bid and the construction bid award was given in the amount of \$120,500. Construction will commence shortly. Between the collateral amount and the state grant funds, the construction bid amount will be covered and will be reimbursed back to the Village within the defined two year reimbursement period.

### Component 2: Capital Improvement Contribution

Separately from the building construction, the Village is also contributing to the project by paying for sanitary sewer and water service to the Carriage House, construct sidewalks, and provide alarm and suppression systems at the Village's expense. The anticipated cost for these improvements is \$81,000. The CIP identified this allocation to be from the Downtown Lombard TIF fund and this expenditure is not intended to be reimbursed by the Society.

Staff believes utilizing TIF dollars for such projects can be deemed appropriate as it enhances an existing public historical structure within the existing boundaries of the existing TIF District, is consistent with the intent of TIF statutory eligible expenses, advances the preservation goals of the overall Illinois Main Street organization. With the TIF IGA amendment nearing approval, staff recommends that the ECDC consider the appropriateness of partially funding the Carriage House project utilizing TIF funds.

### OTHER CIP APPROVED PROJECTS

Three other key projects were included within the approved CIP for the downtown area. The Train Station pedestrian underpass project, consisting of aesthetic enhancements to the Metra improvements was approved in the amount of \$150,000. The CIP also recognizes the need for ongoing maintenance, repair and enhancements and identifies funding for \$25,000 in annual downtown streetscape improvements. Lastly, the CIP identifies the Right-of-Way Beautification Program, consisting of ongoing maintenance and enhancements, as set forth within the 2009 Landscape Plan in the amount of \$15,000 annually. The Landscape Plan was previously reviewed and supported by the ECDC at the October 7, 2009 meeting. As these projects were identified with the adopted Downtown Landscape Plan Enhancements or the Revitalization Guidebook/Plan, staff supports their expenditures using TIF funds.

### EXISTING FUNDS/EXPENDITURES

At the May 17, 2012 Village Board meeting, the question of future TIF expenditures was raised. As referenced at past ECDC meetings, the Village, along with the other taxing bodies, agreed to re-baseline the Downtown TIF in 2012 and redistribute TIF increment to those taxing bodies through a companion intergovernmental agreement (IGA). The IGA was undertaken in concert with the life extension of the Downtown TIF District to the maximum 35 years (2023). The IGA provides for future generated increment from the equalized assessed valuations (EAV) to be declared surplus and redistributed back to the taxing bodies. The only exceptions to this were any EAV generated from the 101 S. Main Street (former DuPage Theatre site) or any additional EAV created after the re-baselining occurs. After the IGA was approved, the Village has subsequently seen a decrease in EAV for properties in the downtown in 2010 & 2011 resulting in less increment than original projections. Since this trend may continue, it is probable that the Village may receive little to no increment dollars in the Downtown TIF.

The Downtown TIF had approximately \$1 million to spend on capital or tangible projects. Considering other previously established agreements with other taxing bodies as well as a review of commitments for debt service, and other designated projects and activities, the remaining discretionary dollars was closer to \$580,000. It was this \$580,000 figure that was used as the basis for undertaking a planning/funding exercise with the ECDC last Fall in order to determine

what the future priorities are for the downtown as well as how limited funding would affect downtown improvement activities.

### **INTERGOVERNMENTAL AGREEMENT AMENDMENT**

Subsequent to the TIF Budget Exercise, the Village sought a way to amend the previously adopted IGA to provide for an additional revenue stream for the TIF in order to further the objectives of the adopted Downtown Revitalization Guidebook. The amendment would provide for ten percent of the previously identified funds as surplus funds for redistribution to remain within the TIF, in furtherance of the TIF District redevelopment plan and project activities. Staff has been in dialogue with the affected taxing bodies and has been receiving support from the taxing bodies for the amendment. Staff anticipates that the Village Board will be considering the IGA amendment at its June 21, 2012 meeting.

Based upon very preliminary estimates from the Finance Department, it is estimated that the IGA amendment will result in an additional \$4.5 to \$6.5 million in revenues that will be made available to the TIF over the remaining life of the TIF, subject to market factors and property valuations, after the remaining annual declared surplus is redistributed to the taxing bodies. This figure is in addition to any existing funds of \$580,000 that was already identified for possible future projects.

### **FUTURE ALLOCATIONS**

In consideration of the additional increment, the ECDC is being asked to consider the various program and activity options available for such future activities. As a start, staff offers the previously approved allocations identified by the Village Board in various approved documents as well as other primary expenses associated with the TIF. Attached is a table listing various programs previously identified within the Guidebook/Plan or elsewhere for consideration with an estimated cost for the respective program over the remaining life of the TIF.

### **Capital Improvement Program Expenditures**

Utilization of TIF dollars for capital improvements was one of the primary purposes of establishing a TIF District. The CIP is a primary management document that identifies specific projects and projected expenditures for capital improvements to be undertaken by the Village and is reviewed by the Public Works Committee annually before it is transmitted to the Village Board for final consideration. The CIP is funded through the Capital Projects Fund, the Water/Sewer Capital Fund, the Hotel/Motel Tax Proceeds and though Tax Increment Financing (TIF) Dollars. With respect to TIF downtown expenditures, the current CIP included the Metra Station Underpass project (now to be undertaken in 2013), the aforementioned Carriage House project, ongoing Downtown Streetscape Improvements and Downtown Right-of-Way Beautification Program. In total, these projects total \$638,500 over the remaining TIF life.

### **Other Future Capital Expenditures**

While not specifically noted within the CIP, TIF funds can be allocated to project improvements without being placed within the CIP. Examples of these projects include the grant program funds for repairs to infrastructure (such as repairing the screen wall at the Marathon/Dunkin Donuts) or to implement activities within the downtown area, such as design or aesthetic

improvements for outdoor seating/dining, street furniture, sidewalk leveling and repair, or special requests (such as public banners) and for smaller enhancements. Attached is a compendium of the possible expenditures over the next twelve years that could be expended using TIF funds. Staff notes that almost \$5.9 million is allocated through these projects, which would be at the high range of the total dollars to be generated through the TIF through the final extension period.

**ACTION REQUESTED**

In light of the pending activities, staff is bringing this item to the ECDC for discussion and consideration. Specifically staff is seeking direction from the ECDC on the following:

1. Given the pending amendment to the TIF IGA, is there support for using TIF funds for the Carriage House project in the amount of \$81,000 for the public utility improvements, sidewalks, and provide alarm and suppression systems?
2. Is there support for using TIF funds for the Metra pedestrian underpass aesthetic improvements, the ongoing public right of way maintenance and aesthetic enhancements?
3. In review of the listed projects, does the ECDC support the items identified for possible inclusion within the long term funding plan by the TIF? Are there any other projects worthy of consideration?

**Fixed and Discretionary Expenses, 2012-2023 Tax Year (2013-2024 Calendar Year)**

**CIP Expenditures 2012-2021(Previously Approved by the Village Board on January 31, 2012 )**

**UP Pedestrian Tunnel Improvements** **Cost: \$150,000**

The Village Board has approved the expenditure of approximately \$120,000 for improvements associated with the Union Pacific/Metra pedestrian tunnel.

**Carriage House Improvements** **Cost: \$81,000**

The Village Board previously approved an agreement that provides up to \$81,000 for capital improvements. ECDC is being requested to offer its recommendation on TIF funding.

**Right-of-Way Beautification Program** **Cost: \$157,500**

Ongoing enhancements and maintenance, as initially set forth within the 2009 Landscape Plan

**Downtown Streetscape Improvements** **Cost: \$250,000**

The Village budgets \$25,000 per year for general streetscape improvements, including sidewalk paver installation and maintenance. This figure does not include any newly proposed improvements.

***Total CIP Expenditures 2012-2021*** **Cost: \$638,500**

**Required Ongoing Expenditures**

**School District 87 Vocational Advisor** **Est. Cost: \$312,000**

The Village of Lombard and School District 87 have an intergovernmental agreement wherein the TIF provides annual funding for a vocational advisor (est. \$19,608 with 3% annual increase). This would be deemed a mandatory expense which would be paid annually through 2023.

**Future Ongoing and/or Discretionary Expenditures**

The section below includes either ongoing maintenance activities within the Downtown TIF as well as possible projects or activities that can be considered for discretionary purposes. Such improvements could be included within future CIP allocations or in the case of grant applications, or within the ECDC grant review process.

**TIF Administration** **Est. Cost: \$900,000**

This amount reflects the administrative costs of having a TIF district, including auditing expenses, required dues to the Illinois Tax Increment Financing Association, staff expenses, and legal fees (est. \$75,000 annually). The largest portion of this allocation pertains to Village staff (10% of the Community Development Director's salary and 30% of the Asst. Director's Salary).

**Train Station Camera Maintenance** **Cost: \$114,000**

The Village pays upwards of \$7,600 per year to maintain the security cameras on the UP/Metra station platforms. With the pending underpass improvements and the additional security cameras, this cost is projected to increase 3% annually through 2023.

**Lombard Town Centre Funding** **Cost: \$568,000**

In furtherance of downtown goals and objectives (assumes \$40,000 in 2013 with 3% annual adjustment). This figure is calculated through the remainder of the TIF life.

**Restaurant Forgivable Loan Program - General** **Cost: \$350,000**

Assume 5 grants of \$70,000 over period

**Restaurant Forgivable Loan Program – Major Deal** **Cost: \$250,000**

This represents the estimated Village contribution necessary to attract and secure a larger restaurant tenant. Unlike the general Restaurant Forgivable Loan Program awards, this item would be intended to bring in a major anchor restaurant that would generate significant foot traffic.

**Façade Grant Program** **Cost: \$350,000**

Assumes 10 minor grants of \$10,000 plus 5 major grants of \$50,000

**Downtown Retail Grant Program** **Cost: \$200,000**

Assumes 10 grants of \$20,000 each

**Other Grants (Relocation/Art, Misc.)** **Cost: \$100,000**

This figure is intended to be a placeholder but will provide for art or relocation grants should the desired during the remainder of the TIF.

**Improvement and Renovation Grants – South Park Avenue** **Cost: \$105,000**

The Downtown Plan recommends specific exterior improvements to the properties on South Park Avenue and estimates their costs as listed above.

**Improvement and Renovation Grants – 2-16 W. St. Charles Road** **Cost: \$85,000**

The Downtown Plan recommends specific exterior improvements to the properties at 2-16 W. St. Charles Road and estimates their costs as listed above.

**Improvement and Renovation Grants – 100-106 W. St. Charles Road** **Cost: \$25,000**

The Downtown Plan recommends specific exterior improvements to the properties at 100-106 W. St. Charles Road and estimates their costs as listed above.

**Signage/Branding** **Cost: \$35,000**

This figure represents a rough estimation of the cost of beginning to implement the downtown branding and marketing plan as recommended in the Downtown Plan.

**101 S. Main Street Temporary Use**

**Cost: \$100,000 to \$300,000**

The Downtown Plan recommends a temporary, festival market-type use for the 101 S. Main Street property to create a community gathering place and active use for the property with minimal impact on the site's long-term investment opportunities. Staff has researched this concept and has determined that the cost associated with implementing it exceeds \$300,000. However, improvements could be undertaken at a lower amount if desired.

**Development Opportunity – 101 W. St. Charles**

**Cost: \$500,000**

This figure is a holding figure that would represent possible contributions the Village could allocate toward the refurbishment of the former hotel property. Use and scope of the activities would be a function of the development proposal and the project costs could be adjusted or combined with other grant opportunities.

**Viaduct Aesthetic Improvements**

**Cost: \$50,000**

The Downtown Plan recommends various aesthetic improvements for the Main Street viaduct to create a more welcoming pedestrian environment and better connect the north and south ends of the downtown. Staff has been working with the Union Pacific (UP) on developing plans for adding signage to the Main Street viaduct. Based on our discussions with the UP, we estimate that the signage improvements would cost \$50,000, due to the structural requirements of the viaduct. However, alternate proposals are being considered.

***Other Fund Expenditures***

**Repayment to Village for Past Acquisitions**

**Cost: \$1,029,000**

To address acquisition costs of Hammerschmidt and Zitt Properties

**Reserve Fund**

**Cost: \$500,000**

To provide for property acquisition to further downtown goals or to address future debt service

**Property Acquisition/Lease – Downtown Property**

**Cost: to be determined**

Although the Downtown Plan does not have this as a specific action item, discussion has occurred regarding the need for a Village presence in the downtown. The capital costs associated with implementing this strategy varies depending upon if the location will be leased by the Village or acquired and what the intent or purpose of the acquisition would be. This activity will be further reviewed by the Village Board and its respective committees in the future.

***Total of Required, Ongoing & Other Expenditures***

***Cost: \$5,773,000***

***Total of All Expenditures***

***Cost: \$6,411,500***



**AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF LOMBARD, THE LOMBARD HISTORICAL  
COMMISSION AND THE LOMBARD HISTORICAL SOCIETY IN REGARD TO  
THE CONSTRUCTION OF AN ADDITION TO THE CARRIAGE HOUSE  
USED BY THE HISTORICAL SOCIETY AS A HISTORICAL MUSEUM**

THIS AGREEMENT (hereinafter referred to as the "Agreement") is entered into this 16 day of February, 2012, by and between the VILLAGE OF LOMBARD (hereinafter referred to as the "VILLAGE"), the LOMBARD HISTORICAL COMMISSION (hereinafter referred to as the "COMMISSION") and the LOMBARD HISTORICAL SOCIETY, INC. (hereinafter referred to as the "SOCIETY"). The VILLAGE, the COMMISSION and the SOCIETY are hereinafter sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

**WITNESSETH**

**WHEREAS**, the VILLAGE and the SOCIETY, on April 15, 1993, entered into an agreement for the use of 23 West Maple Street, Lombard, Illinois, by the SOCIETY as a Historical Museum (hereinafter referred to as the "Original Agreement"); and

**WHEREAS**, the VILLAGE and the SOCIETY, on June 3, 1993, November 5, 1998 and February 6, 2008, entered into amendments to the Original Agreement (hereinafter referred to as the "Amendments"), (the Original Agreement, as amended by the Amendments being hereinafter referred to as the "Amended Agreement"); and

**WHEREAS**, the Premises and all Structures located thereon, as defined in Sections A.1. and A.2. of the Amended Agreement, are owned by the VILLAGE (Premises and Structures, as hereinafter referred to, having the same meaning as set forth in the Amended Agreement); and

**WHEREAS**, the SOCIETY has proposed to construct an addition to the carriage house on the Premises; said addition being more fully described in the plans and specifications attached hereto as Exhibit "A" and made part hereof (hereinafter referred to as the "Addition"); and

**WHEREAS**, the estimated cost for the construction of the Addition is Three Hundred Thirteen Thousand Seven Hundred Twenty and No/100 Dollars (\$313,720.00), as more fully set forth on the cost estimate attached hereto as Exhibit "B" and made part hereof (hereinafter referred to as the "Cost Estimate"); and

**WHEREAS**, the SOCIETY is in receipt of a State of Illinois Department of Natural Resources Public Museum Capital Grant, relative to the construction of the Addition, in the amount of Seventy Thousand and No/100 Dollars (\$70,000.00) (hereinafter referred to as "Grant"), with the terms of the Grant requiring the SOCIETY to complete fifty percent (50%) of the Addition prior to receiving the first one-half (½) of the Grant, and receive a certificate of occupancy relative to the Addition prior to receiving the remaining one-half (½) of the Grant, with said certificate of occupancy to be received no later than December 31, 2012; and

**WHEREAS**, the SOCIETY has raised funds during 2011, relative to the construction of the Addition, in the amount of Forty-Three Thousand Twenty-Six and No/100 Dollars (\$43,026.00), (hereinafter referred to as the "Donations"), and will continue to raise funds, after the date of this Agreement, for the construction of the Addition; and

**WHEREAS**, in an effort to save the SOCIETY both time and money, the VILLAGE has offered to initially fund the construction of, and construct, the Addition, provided the SOCIETY reimburses the VILLAGE for the construction costs incurred by the VILLAGE, as more fully set forth in Section 3 below; and

**WHEREAS**, the COMMISSION assists the VILLAGE in regard to historic preservation matters, as more fully set forth in Sections 32.075 through 32.079 of the Lombard Village Code; and

**WHEREAS**, the SOCIETY and the VILLAGE desire to work cooperatively with respect to the construction of the Addition; and

**WHEREAS**, the SOCIETY and the VILLAGE desire to set forth their respective obligations, relative to the construction and financing of the Addition; and

**WHEREAS**, Article VII, Section 10 of the 1970 Illinois Constitution provides authority for this Agreement; and

**WHEREAS**, it is in the best interests of the VILLAGE, the COMMISSION and the SOCIETY to enter into this Agreement;

**NOW, THEREFORE**, in consideration of the foregoing, and the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

1. INCORPORATION OF PREAMBLES. The preambles hereto, as set forth above, are incorporated herein by reference and are made part hereof.
2. COVERAGE OF AGREEMENT. The Parties hereto agree and acknowledge that this Agreement is applicable only to the Addition, and is not applicable to any other aspect of the Premises or the Structures thereon.
3. CONSTRUCTION OF THE ADDITION. The VILLAGE shall proceed with the construction of the Addition, upon the VILLAGE'S receipt and approval of the final plans and specifications therefor, subject to the following conditions:
  - A. The SOCIETY, the COMMISSION and the VILLAGE agree that the Addition shall be constructed substantially as depicted and described on Exhibit "A"; subject to any field changes or change orders to be implemented only upon the mutual agreement of the VILLAGE and the SOCIETY.
  - B. The work relative to the Addition shall be competitively bid in accordance with applicable law, and shall be completed by December 31, 2012.
  - C. The SOCIETY shall have the option, subject to the approval of the VILLAGE, to reduce the cost associated with the construction of the Addition, by having volunteers perform certain portions of the work, provide donations of materials, fixtures or equipment associated with the construction of the Addition at no charge to either the VILLAGE or the SOCIETY. Should the SOCIETY desire to have a volunteer perform any such work associated with the construction of the

Addition, the SOCIETY shall so notify the VILLAGE, in writing, prior to the VILLAGE proceeding with said work, with said notice to specifically identify which line item(s) within the Cost Estimate the SOCIETY'S volunteer will be performing. The use of any such volunteers shall be at the sole and absolute discretion of the VILLAGE, provided that if the VILLAGE allows for the use of a volunteer, said volunteer shall be required to execute such hold harmless, indemnification and release forms as required by the VILLAGE prior to proceeding with any such work.

- D. The VILLAGE may proceed with the construction of the Addition in phases, as follows:
  - i) Underground work;
  - ii) On-site work prior to constructing above ground;
  - iii) Framing and exterior work; and
  - iv) Interior work.
- E. The VILLAGE shall bring water and sanitary sewer service to the Addition, install sidewalks on the Premises and shall install the fire alarm, sprinkler and burglar alarm systems, as identified in Exhibits "A" and "B", at the VILLAGE'S sole cost and expense (hereinafter referred to as the "Village Funded Work").
- F. Upon completion of the Addition, said Addition shall be owned by the VILLAGE, but operated and maintained by the SOCIETY, pursuant to the Amended Agreement, or any further agreement amending or superseding same.

4. FUNDING THE CONSTRUCTION OF THE ADDITION.

- A. In an effort to ensure that the SOCIETY does not forfeit the Grant, the VILLAGE shall construct the Addition, using VILLAGE funds, and shall be reimbursed by the SOCIETY, using the Grant, the Donations and other revenues as set forth in subsections B. and C. below.

- B. The SOCIETY shall reimburse the VILLAGE, for the difference between the actual cost of the construction of the Addition, (exclusive of the cost of the Village Funded Work), and the Grant and Donations (hereinafter referred to as the "Funding Gap"), within two (2) years from the date that the VILLAGE issues a certificate of occupancy for the Addition, as more fully set forth on Exhibit "C", attached hereto and made part hereof.
- C. The SOCIETY hereby pledges certificates of deposit held by the SOCIETY, as identified on Exhibit "D" attached hereto and made part hereof, (hereinafter referred to as the "CDs"), as collateral to pay the Funding Gap, and, to that end, agrees to take all actions necessary, upon the execution of this Agreement, to make the VILLAGE a joint owner of said CDs, such that the VILLAGE can cash all, or any portion of, said CDs, without the prior permission of the SOCIETY, in the event that the Funding Gap is not paid to the VILLAGE, by the SOCIETY, within the two (2) year period referenced in subsection B. above.

5. VILLAGE INDEMNIFICATION OF THE SOCIETY. The VILLAGE shall indemnify and hold harmless the SOCIETY, and its officers, agents and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, out of the acts or omissions of the VILLAGE, or its officers, agents, employees, consultants or contractors, in the performance of this Agreement. The VILLAGE further agrees to require any contractor to include the SOCIETY, and its elected officials, officers, agents and employees, as additional insureds on the insurance policies required of the contractor relative to the construction of the Addition.

6. SOCIETY INDEMNIFICATION OF THE VILLAGE. The SOCIETY shall indemnify and hold harmless the VILLAGE, and its officers, agents and employees, with respect to any

claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, out of the acts or omissions of the SOCIETY, or its officers, agents or employees, in the performance of this Agreement.

7. THIRD PARTIES AND DEFENSES. This Agreement is entered into for the benefit of each of the Parties, solely, and not for the benefit of any third party. Nothing contained in this Agreement shall constitute a waiver of any privileges, defenses or immunities which the VILLAGE may have under the Local Governmental and Governmental Employees Tort Immunity Act with respect to any claim brought by a third party.
8. NOTICES. Notice or other writings which any Party is required to, or may wish to, serve upon the other Parties in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

- |   |  |
|---|--|
| A. If to the VILLAGE:   | B. If to the SOCIETY:  |
| Village Manager<br>Village of Lombard<br>255 East Wilson Avenue<br>Lombard, Illinois 60148  | President<br>Lombard Historical Society<br>23 West Maple Street<br>Lombard, Illinois 60148 |
| C. If to the COMMISSION:<br>Chairperson<br>Lombard Historical Commission<br>c/o Village of Lombard<br>255 East Wilson Avenue<br>Lombard, Illinois 60148 |  |

or to such other address, or additional parties, as any Party may from time to time designate in a written notice to the other Parties.

9. COUNTERPARTS. This Agreement shall be executed simultaneously in three (3) counterparts, each of which shall be deemed an original, but both of which shall constitute one and the same Agreement.
10. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the

Parties and supersedes any prior understanding or written or oral agreements between them regarding the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

11. EFFECTIVE DATE. This Agreement shall be deemed dated and become effective on the date the last of the Parties execute this Agreement as set forth below.

**IN WITNESS WHEREOF**, the VILLAGE, pursuant to authority granted by the adoption of a Resolution by its Board of Trustees, has caused this Agreement to be executed by its President and attested by its Clerk; the SOCIETY, pursuant to the authority duly granted by the adoption of a Motion/Resolution by its Board of Directors, has caused this instrument to be signed by its President and attested by its Secretary; and the COMMISSION pursuant to the authority duly granted by the adoption of a motion by its members, has caused this instrument to be signed by its Chairperson and attested by its Secretary.

**VILLAGE OF LOMBARD**

By:   
Village President

ATTEST:

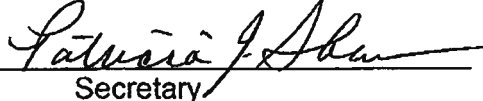
  
Village Clerk

Dated: 2/16/12

**LOMBARD HISTORICAL SOCIETY**


By:   
President

ATTEST:

  
Secretary

Dated: 2/3/12

**LOMBARD HISTORICAL COMMISSION**

By:   
Chairperson

ATTEST:

  
Secretary

Dated: Feb. 13, 2012

Dated: \_\_\_\_\_

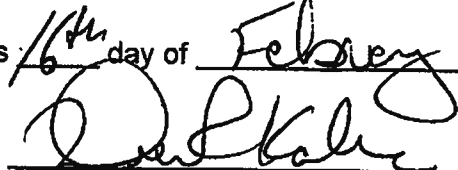
STATE OF ILLINOIS )

) SS

COUNTY OF DuPAGE )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named William J. Mueller and Brigitte O'Brien, personally known to me to be the Village President and Village Clerk the Village of Lombard, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, respectively, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk they signed and delivered the signed instrument, pursuant to authority given by the Village of Lombard, as their free and voluntary act, and as the free and voluntary act and deed of said Village of Lombard, for the uses and purposes therein set forth, and that said Village Clerk, as custodian of the corporate seal of said Village of Lombard, caused said seal to be affixed to said instrument as said Village Clerk's own free and voluntary act and as the free and voluntary act of said Village of Lombard, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 16<sup>th</sup> day of February, 2012.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 2-18-15



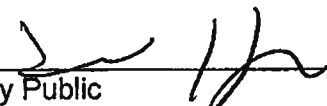




STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DuPAGE )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named RYAN SCHEIDT and LYN MYERS, personally known to me to be the Chairperson and Secretary of the Lombard Historical Commission, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that as such Chairperson and Secretary they signed and delivered the signed instrument, pursuant to authority given by said Lombard Historical Commission, as their free and voluntary act, and as the free and voluntary act and deed of said Lombard Historical Commission, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 13<sup>th</sup> day of FEBRUARY, 2012.

  
Notary Public

My Commission Expires: 10/3/2012




**Exhibit "A"**

**Plans and Specifications  
for the Addition**

(attached)

# Carriage House Addition for Lombard Historical Society 23 West Maple Street Lombard, IL 60148

**LOCATION MAP**



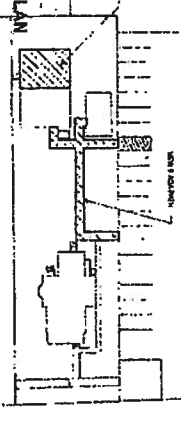
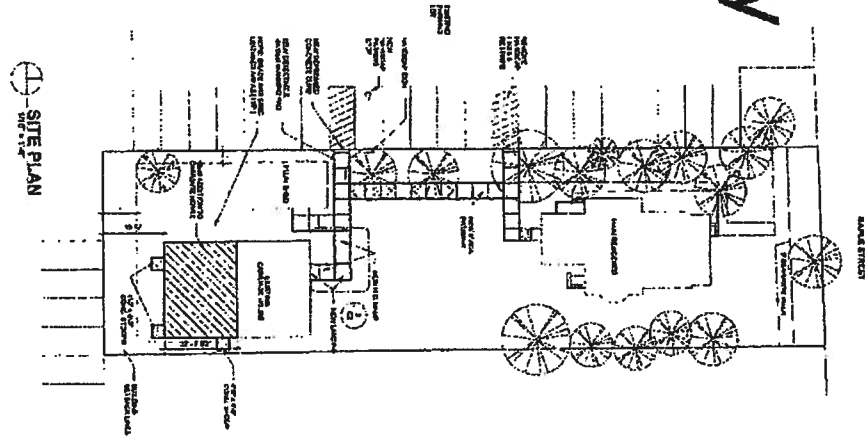
**INDEX OF DRAWINGS**

C1	COVER SHEET
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D99	SECTIONAL ELEVATION
D100	SECTIONAL ELEVATION

**GENERAL NOTES**

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF LOMBARD, ILLINOIS. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF LOMBARD, ILLINOIS ZONING ORDINANCES AND THE CITY OF LOMBARD, ILLINOIS BUILDING DEPARTMENT REGULATIONS.
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**KEY PLAN**

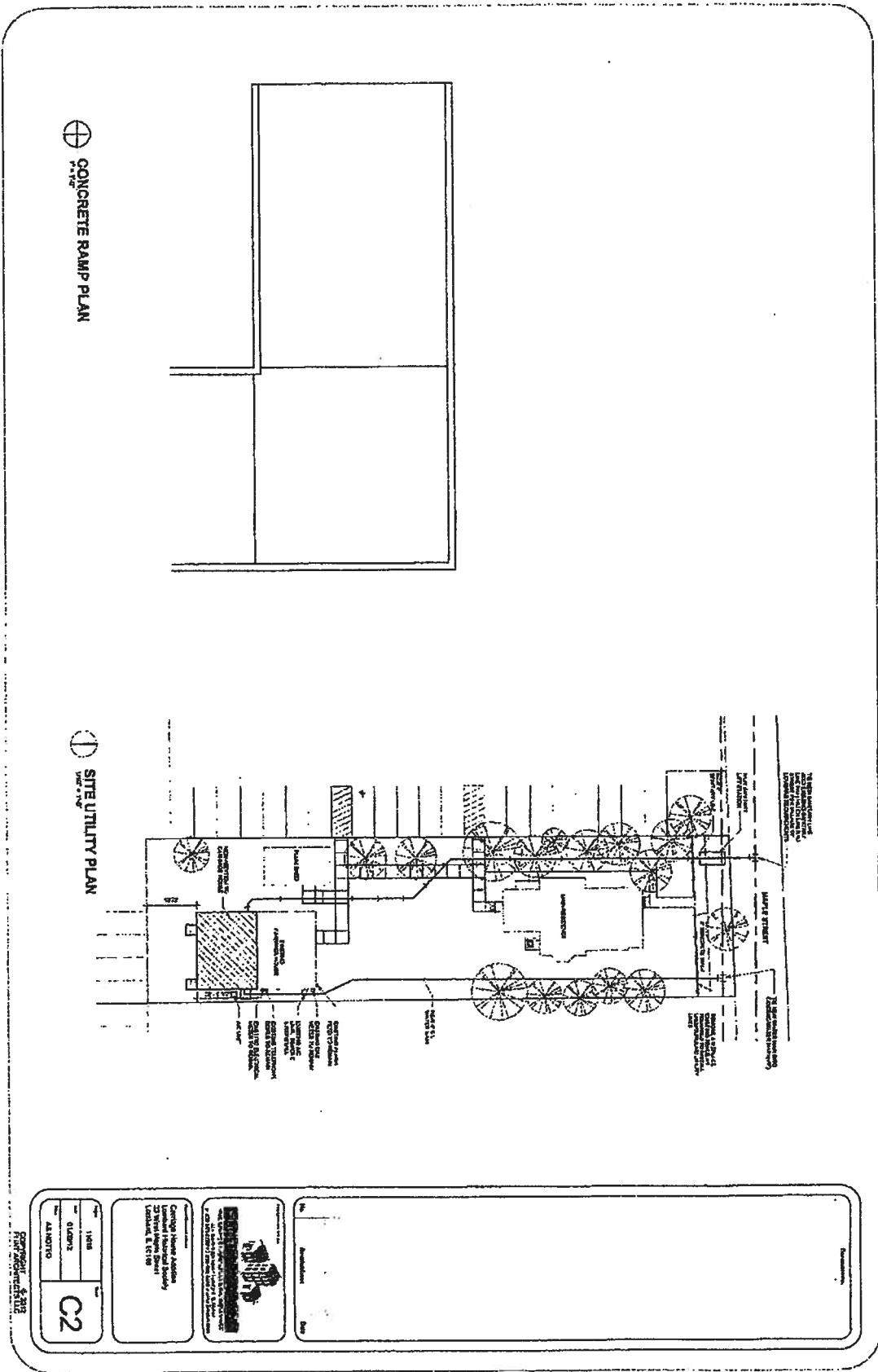
DESIGNED BY: **LEWIS & CLARK ARCHITECTS**

DATE: \_\_\_\_\_

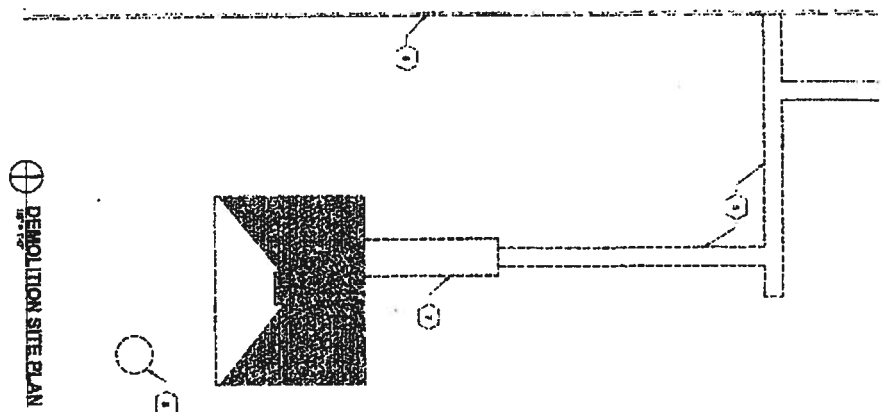
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SCALE: \_\_\_\_\_

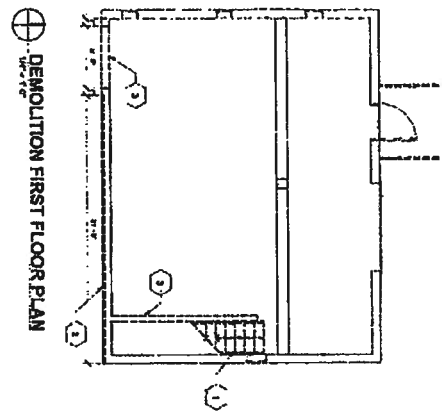
C1



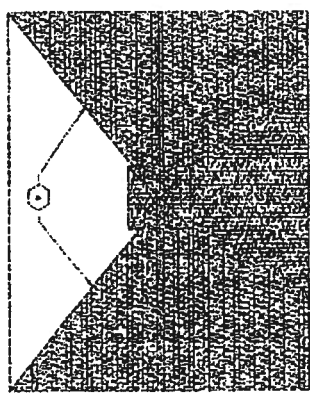
<p>1:5000</p> <p>SCALE</p> <p>AMANTO</p>	<p><b>C2</b></p>	<p><b>CANTO INGENIERIA Y ARQUITECTURA</b></p> <p>Carretera Interurbana Amantito - Llaneros y Sabalero Suroeste</p> <p>25 Street Office Street</p> <p>Carreteras 8 y 10 110</p>	<p><b>CANTO INGENIERIA Y ARQUITECTURA</b></p> <p>Carretera Interurbana Amantito - Llaneros y Sabalero Suroeste</p> <p>25 Street Office Street</p> <p>Carreteras 8 y 10 110</p>
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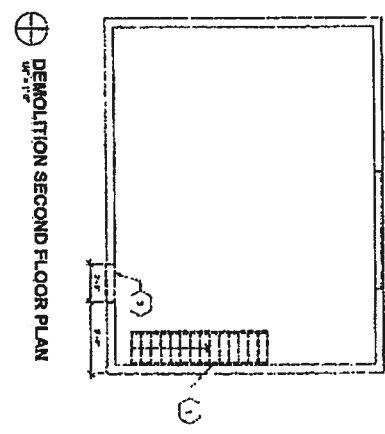
DEMOLITION SITE PLAN



DEMOLITION FIRST FLOOR PLAN



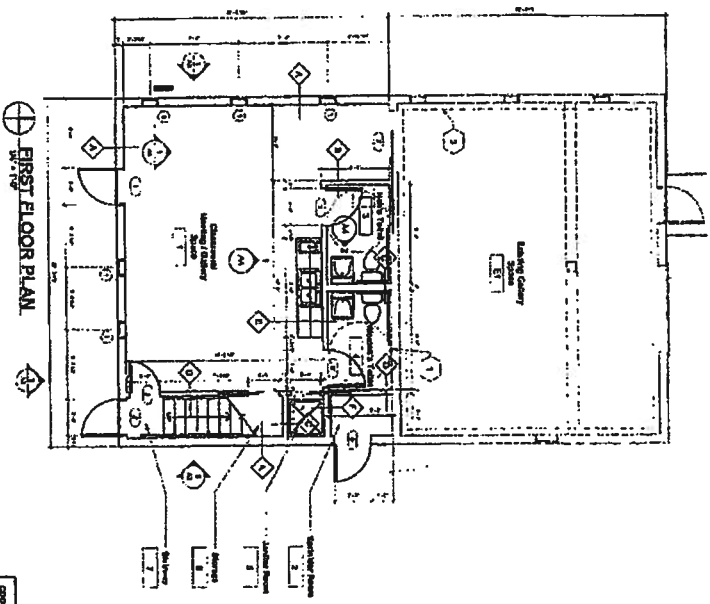
DEMOLITION ROOF PLAN



DEMOLITION SECOND FLOOR PLAN

DEMOLITION NOTES	
1	REMOVE EXISTING BRICK.
2	REMOVE PORTION OF EXISTING BRITISHOP SPACE.
3	REMOVE PORTION OF EXISTING WALL.
4	REMOVE PORTION OF EXISTING ROOF.
5	REMOVE EXISTING EXTERIOR PLUMBING/DRYING.
6	SAFELY CUT CLIMB FROM NEW ADA ACCESSIBLE YARDWAY.
7	REMOVE EXISTING CONCRETE LUNDSCHNEIDER SIGN, FOUNDATION & RAIL BEDS.
8	REMOVE EXISTING DRIVEWAY INCLUDING STRIPS.

1988 ORIGINAL AS NOTED <b>D1</b>	CHALLENGE BUILDING RESTORATION 25 West Adams Street Lombard, IL 60148		
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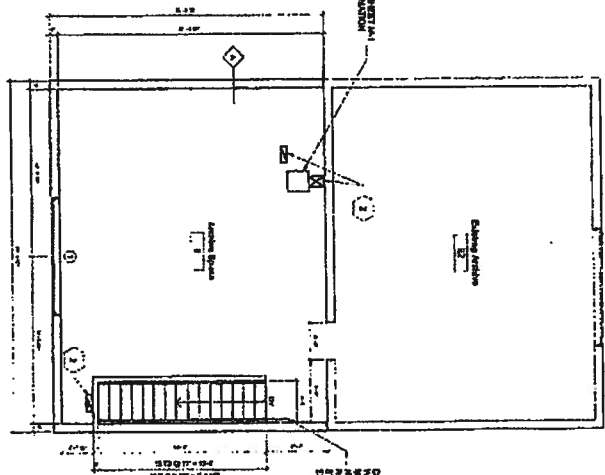


**GENERAL NOTES**

1. THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY ALL WALLS, FLOORING, CEILING & ROOFING ARE TO MATCH SPECIFICATIONS. VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL WORK ARE AS SHOWN ON THE DRAWINGS.
2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND ALL APPLICABLE REGULATIONS.
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CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL WORK ARE AS SHOWN ON THE DRAWINGS. VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL WORK ARE AS SHOWN ON THE DRAWINGS.

**SECOND FLOOR PLAN**



**WORK NOTES**

1. VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL WORK ARE AS SHOWN ON THE DRAWINGS.
2. VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL WORK ARE AS SHOWN ON THE DRAWINGS.
3. VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL WORK ARE AS SHOWN ON THE DRAWINGS.

**FIRE SEPARATION SCHEDULE**

STY	DESCRIPTION	CONTINUITY	PROTECTION	SPRINT	WALL AS SHOWN	AS NOTED
1	WALL TYPE 1	WALL TYPE 1	WALL TYPE 1	WALL TYPE 1	WALL TYPE 1	WALL TYPE 1
2	WALL TYPE 2	WALL TYPE 2	WALL TYPE 2	WALL TYPE 2	WALL TYPE 2	WALL TYPE 2
3	WALL TYPE 3	WALL TYPE 3	WALL TYPE 3	WALL TYPE 3	WALL TYPE 3	WALL TYPE 3
4	WALL TYPE 4	WALL TYPE 4	WALL TYPE 4	WALL TYPE 4	WALL TYPE 4	WALL TYPE 4
5	WALL TYPE 5	WALL TYPE 5	WALL TYPE 5	WALL TYPE 5	WALL TYPE 5	WALL TYPE 5
6	WALL TYPE 6	WALL TYPE 6	WALL TYPE 6	WALL TYPE 6	WALL TYPE 6	WALL TYPE 6
7	WALL TYPE 7	WALL TYPE 7	WALL TYPE 7	WALL TYPE 7	WALL TYPE 7	WALL TYPE 7
8	WALL TYPE 8	WALL TYPE 8	WALL TYPE 8	WALL TYPE 8	WALL TYPE 8	WALL TYPE 8
9	WALL TYPE 9	WALL TYPE 9	WALL TYPE 9	WALL TYPE 9	WALL TYPE 9	WALL TYPE 9
10	WALL TYPE 10	WALL TYPE 10	WALL TYPE 10	WALL TYPE 10	WALL TYPE 10	WALL TYPE 10

1114

1114

**A1**

Contract Name Address

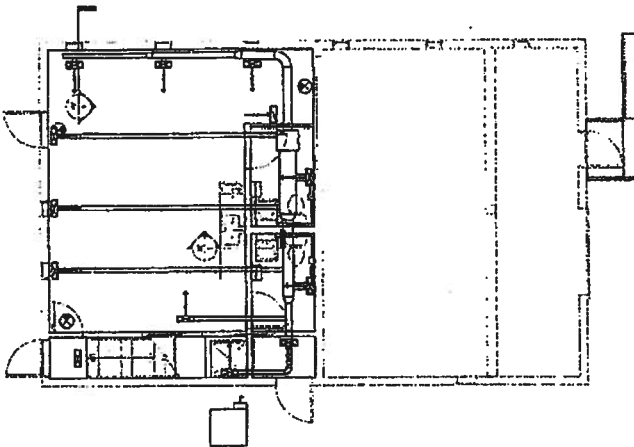
Contract Number

Contract Date

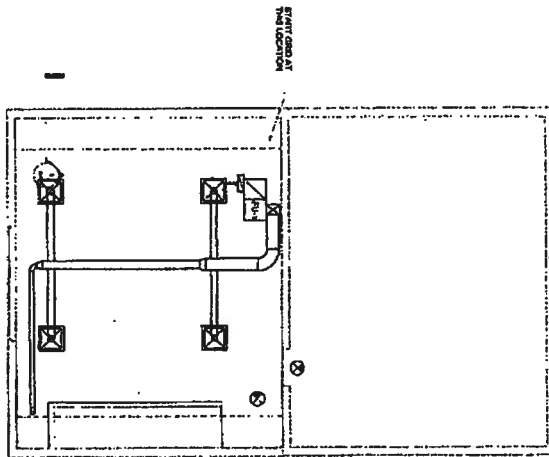
1114

1114

**A1**



REFLECTED CEILING PLAN FIRST FLOOR



REFLECTED CEILING PLAN SECOND FLOOR

RIGHT GRID AT THIS LOCATION

- NOTES**
1. ALL LIGHT CEILING FIXTURES SHALL BE PROVIDED TO MEET THE REQUIREMENTS OF THE IBC AND ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS. ALL APPLICABLE REGULATIONS SHALL BE OBTAINED FROM THE APPLICABLE AGENCIES AND SHALL BE PROVIDED TO THE CONTRACTOR FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.
  2. ALL SUPPLEMENTAL CEILING AND GRID LIGHTING, INCLUDING, BUT NOT LIMITED TO, TRACK LIGHTING, PENDANT LIGHTS, AND RECESSED LIGHT FIXTURES SHALL BE PROVIDED TO MEET THE REQUIREMENTS OF THE IBC AND ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS. ALL APPLICABLE REGULATIONS SHALL BE OBTAINED FROM THE APPLICABLE AGENCIES AND SHALL BE PROVIDED TO THE CONTRACTOR FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.

**SYMBOL LIST**

	RECESSED LIGHT FIXTURE
	TRACK LIGHTING FIXTURE
	PENDANT LIGHT FIXTURE
	RECESSED CEILING LIGHT FIXTURE
	EXHAUST FAN
	SMOKE DETECTOR
	CEILING FAN

Scale: 1/8" = 1'-0"

1/8" = 1'-0"

DATE: 08/15/18

BY: [Signature]

PROJECT: [Project Name]

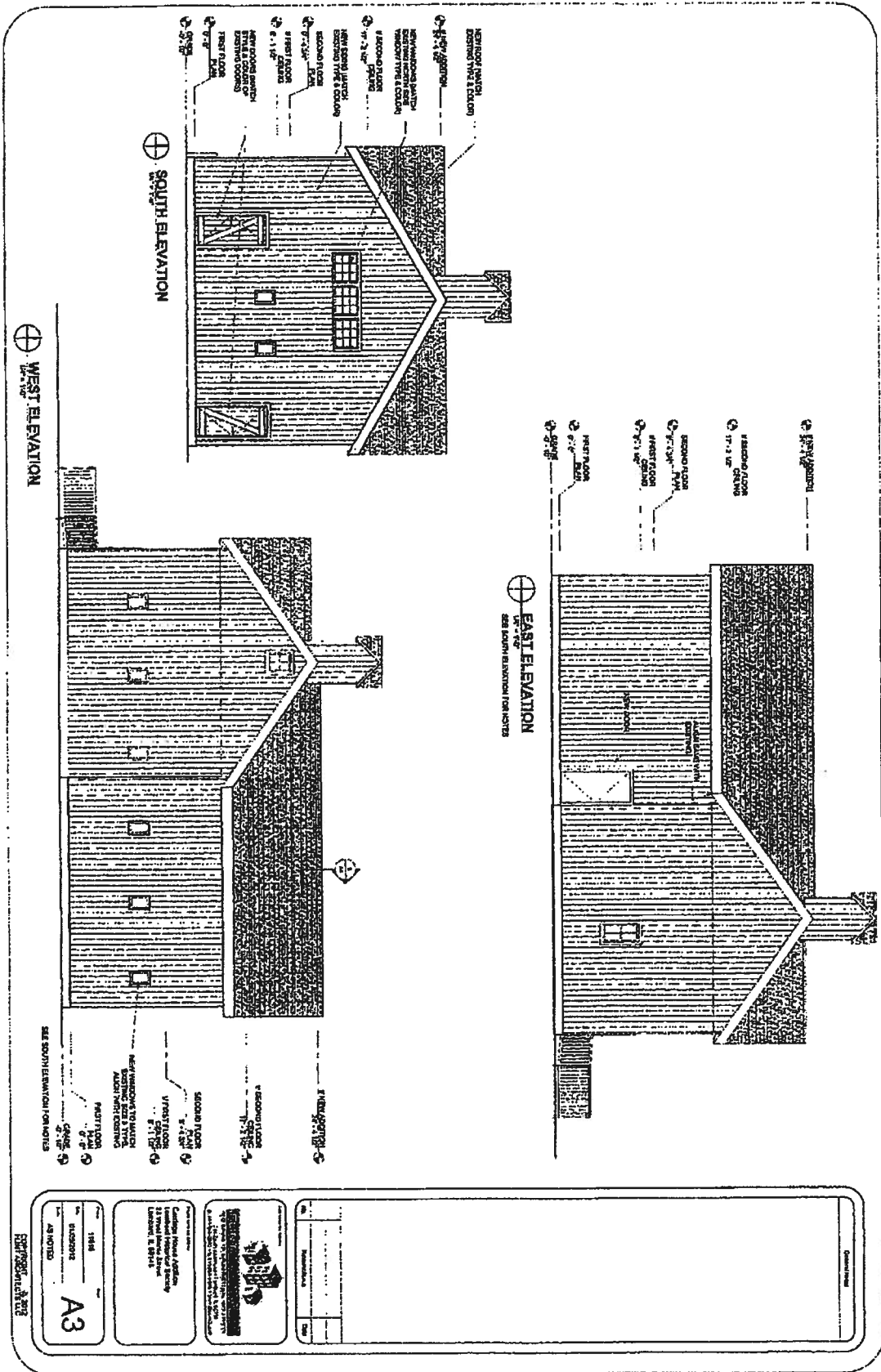
LOCATION: [Project Location]

1/8" = 1'-0"

DATE: 08/15/18

BY: [Signature]

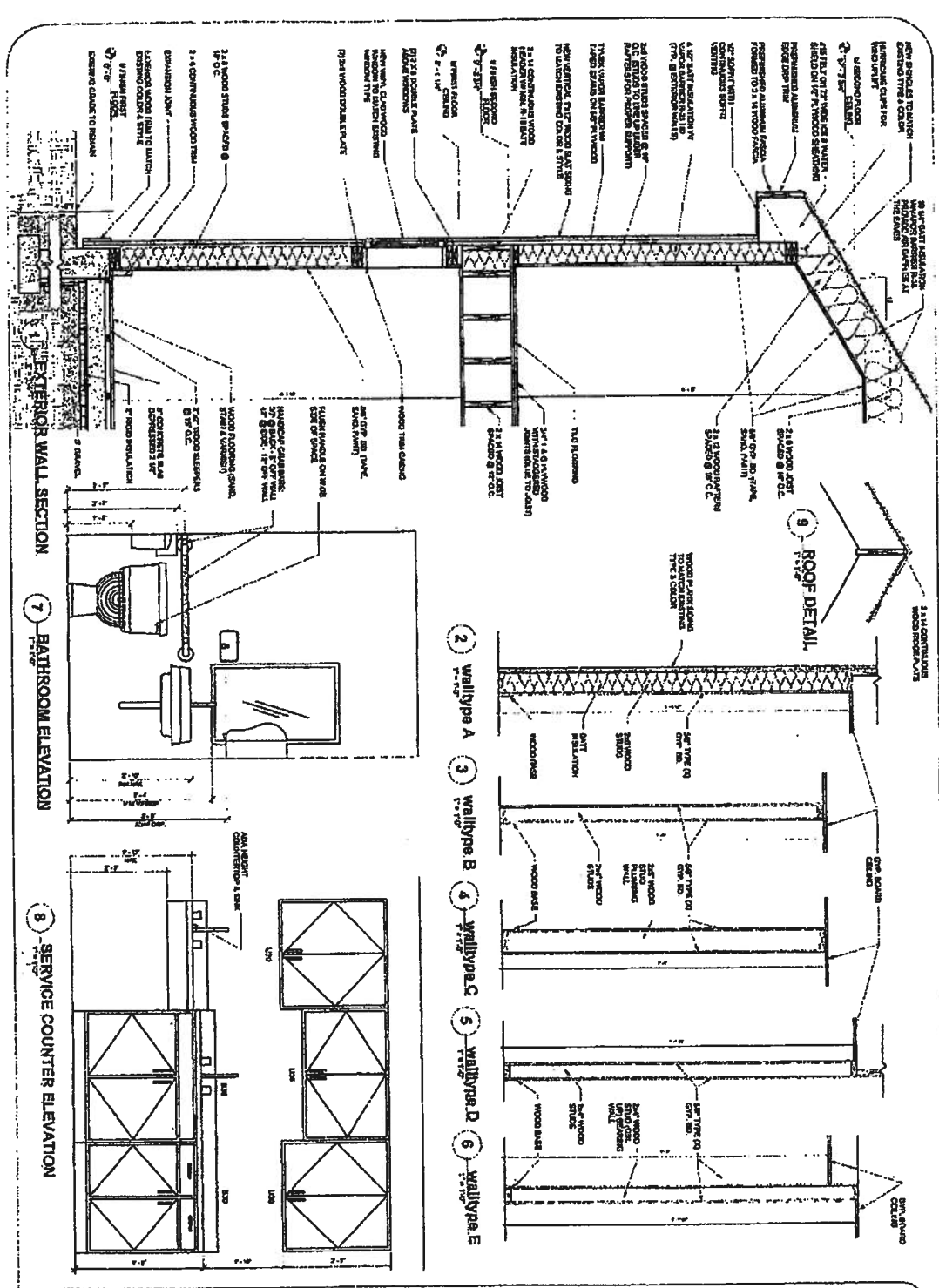




DATE: 11/11/2011

	<p style="text-align: center;"><b>CONSTRUCTION</b></p> <p style="text-align: center;">1848 SUSSEX AS NOTED</p> <p style="text-align: center; font-size: 2em;"><b>A3</b></p>
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1848  
 SUSSEX  
 AS NOTED



**101** 1/2" GYPSUM BOARD

**102** 1/2" GYPSUM BOARD

**103** 1/2" GYPSUM BOARD

**104** 1/2" GYPSUM BOARD

**105** 1/2" GYPSUM BOARD

**106** 1/2" GYPSUM BOARD

**107** 1/2" GYPSUM BOARD

**108** 1/2" GYPSUM BOARD

**109** 1/2" GYPSUM BOARD

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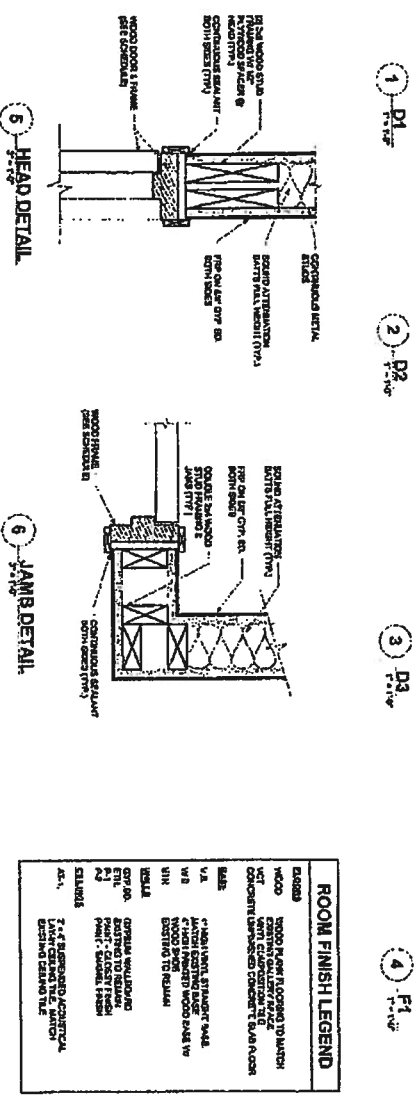
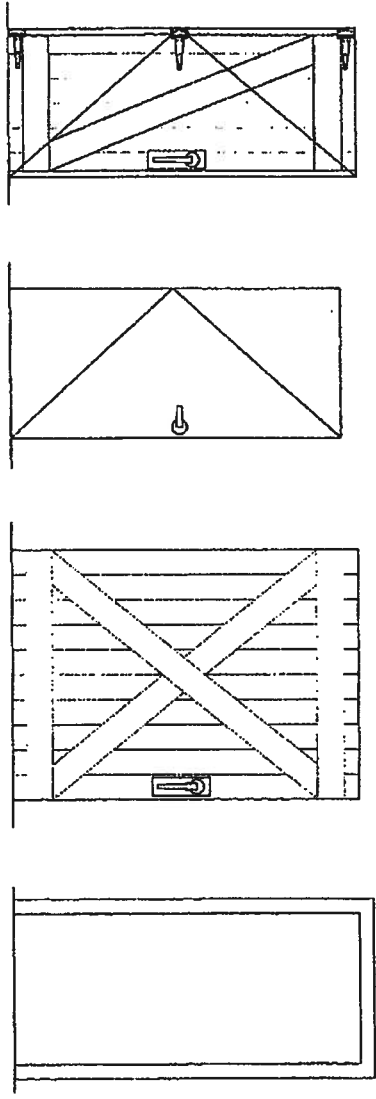
**200** 1/2" GYPSUM BOARD

**DOOR & FRAME SCHEDULE**

No.	Type	Size	FRAME				No.	Type	Size	Material	Finish	Hardware
			Top	Side	Bottom	Stile						
D1	6'0" x 8'0"	3'-0" x 7'-0"	1/2"	3/4"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	
D2	6'0" x 6'0"	2'-0" x 5'-0"	1/2"	3/4"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	
D3	6'0" x 8'0"	3'-0" x 7'-0"	1/2"	3/4"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	

**ROOM FINISH SCHEDULE**

No.	Room	Finish	Material	Quantity	Unit	Notes
1	Room 101	Walls	Green Wall Paper	100	Sq. Yd.	Match existing hardware type & finish.
2	Room 102	Floor	Green Wall Paper	50	Sq. Yd.	
3	Room 103	Walls	Green Wall Paper	150	Sq. Yd.	



**GENERAL NOTES**

1. MATCH EXISTING HARDWARE TYPE & FINISH.

**HARDWARE SCHEDULE**

H1	1 1/2\"/>
H2	1 1/2\"/>
H3	1 1/2\"/>
H4	1 1/2\"/>
H5	1 1/2\"/>

**ROOM FINISH LEGEND**

WOOD: 3/4\"/>

**PAINTING NOTES**

1. PRIME AND PAINT ALL EXPOSED PORTIONS OF STEEL LIMITS.
2. PAINT ALL UNPAINTED PORTIONS OF STEEL LIMITS.
3. MATCH EXISTING HARDWARE TYPE & FINISH.

**HARDWARE NOTES**

1. ALL DOOR HARDWARE SHALL BE MATCHED TO EXISTING HARDWARE TYPE & FINISH.
2. THE BOTTOM OF ALL HARDWARE SHALL BE PAINTED TO MATCH THE SURFACE FINISH.
3. ALL DOOR HARDWARE SHALL BE MATCHED TO EXISTING HARDWARE TYPE & FINISH.

**GENERAL CONTRACTOR**

**ARCHITECT**

**A5**

FOR ARCHITECT'S USE





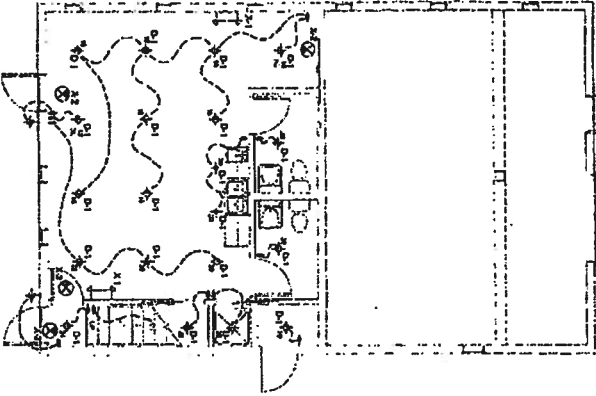




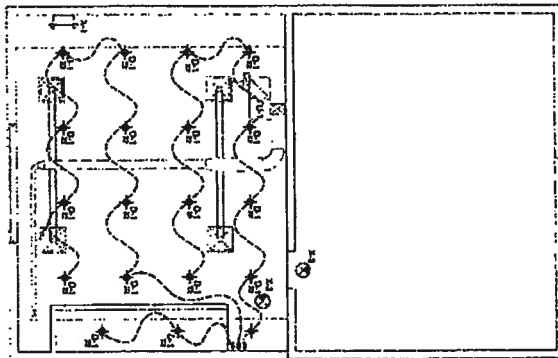




**ELECTRICAL LIGHTING FIRST FLOOR PLAN**



**ELECTRICAL LIGHTING PLAN SECOND FLOOR**



**ELECTRICAL CODE INFORMATION**

1. Electrical lighting and control shall be in accordance with the latest edition of the National Electrical Code (NEC) and all applicable local codes and regulations.
2. All electrical work shall be in accordance with the latest edition of the National Electrical Code (NEC) and all applicable local codes and regulations.
3. All electrical work shall be in accordance with the latest edition of the National Electrical Code (NEC) and all applicable local codes and regulations.

**LIGHTING FIXTURE NOTES**

1. PROVIDE SYMBOL IN LIGHTING PLAN TO IDENTIFY THE TYPE AND LOCATION OF EACH LIGHTING FIXTURE.
2. PROVIDE SCHEDULE NUMBER FOR EACH LIGHTING FIXTURE TO IDENTIFY THE TYPE AND LOCATION OF EACH LIGHTING FIXTURE.
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10. PROVIDE SCHEDULE NUMBER FOR EACH LIGHTING FIXTURE TO IDENTIFY THE TYPE AND LOCATION OF EACH LIGHTING FIXTURE.

**LIGHTING FIXTURE SCHEDULE**

SYMBOL	GROUP	DESCRIPTION	OPERATOR	VOLTAGE	WATTAGE	LAMP TYPE	TOTAL WATTAGE	REMARKS	REMARKS
[Symbol]	A1	2 x 4 RECESSED FLUORESCENT WITH GUARDRAIL LIGHT	RECESSED FLUORESCENT	120V	2 x 32W	RFLX 32W/3500K	64W	RECESSED	RECESSED
[Symbol]	A2	4 x 4 RECESSED FLUORESCENT WITH GUARDRAIL LIGHT	RECESSED FLUORESCENT	120V	4 x 32W	RFLX 32W/3500K	128W	RECESSED	RECESSED
[Symbol]	B1	PENDANT LIGHT	PENDANT LIGHT	120V	120W	LED 120W	120W	PENDANT	PENDANT
[Symbol]	B2	TRUCK LIGHT	TRUCK LIGHT	120V	60W	LED 60W	60W	TRUCK	TRUCK
[Symbol]	C1	RECESSED LIGHT	RECESSED LIGHT	120V	60W	LED 60W	60W	RECESSED	RECESSED
[Symbol]	D1	RECESSED LIGHT	RECESSED LIGHT	120V	60W	LED 60W	60W	RECESSED	RECESSED
[Symbol]	E1	RECESSED LIGHT	RECESSED LIGHT	120V	60W	LED 60W	60W	RECESSED	RECESSED
[Symbol]	F1	RECESSED LIGHT	RECESSED LIGHT	120V	60W	LED 60W	60W	RECESSED	RECESSED
[Symbol]	G1	RECESSED LIGHT	RECESSED LIGHT	120V	60W	LED 60W	60W	RECESSED	RECESSED
[Symbol]	H1	RECESSED LIGHT	RECESSED LIGHT	120V	60W	LED 60W	60W	RECESSED	RECESSED
[Symbol]	I1	RECESSED LIGHT	RECESSED LIGHT	120V	60W	LED 60W	60W	RECESSED	RECESSED
[Symbol]	J1	RECESSED LIGHT	RECESSED LIGHT	120V	60W	LED 60W	60W	RECESSED	RECESSED
[Symbol]	K1	RECESSED LIGHT	RECESSED LIGHT	120V	60W	LED 60W	60W	RECESSED	RECESSED
[Symbol]	L1	RECESSED LIGHT	RECESSED LIGHT	120V	60W	LED 60W	60W	RECESSED	RECESSED
[Symbol]	M1	RECESSED LIGHT	RECESSED LIGHT	120V	60W	LED 60W	60W	RECESSED	RECESSED
[Symbol]	N1	RECESSED LIGHT	RECESSED LIGHT	120V	60W	LED 60W	60W	RECESSED	RECESSED
[Symbol]	O1	RECESSED LIGHT	RECESSED LIGHT	120V	60W	LED 60W	60W	RECESSED	RECESSED
[Symbol]	P1	RECESSED LIGHT	RECESSED LIGHT	120V	60W	LED 60W	60W	RECESSED	RECESSED
[Symbol]	Q1	RECESSED LIGHT	RECESSED LIGHT	120V	60W	LED 60W	60W	RECESSED	RECESSED
[Symbol]	R1	RECESSED LIGHT	RECESSED LIGHT	120V	60W	LED 60W	60W	RECESSED	RECESSED
[Symbol]	S1	RECESSED LIGHT	RECESSED LIGHT	120V	60W	LED 60W	60W	RECESSED	RECESSED
[Symbol]	T1	RECESSED LIGHT	RECESSED LIGHT	120V	60W	LED 60W	60W	RECESSED	RECESSED
[Symbol]	U1	RECESSED LIGHT	RECESSED LIGHT	120V	60W	LED 60W	60W	RECESSED	RECESSED
[Symbol]	V1	RECESSED LIGHT	RECESSED LIGHT	120V	60W	LED 60W	60W	RECESSED	RECESSED
[Symbol]	W1	RECESSED LIGHT	RECESSED LIGHT	120V	60W	LED 60W	60W	RECESSED	RECESSED
[Symbol]	X1	RECESSED LIGHT	RECESSED LIGHT	120V	60W	LED 60W	60W	RECESSED	RECESSED
[Symbol]	Y1	RECESSED LIGHT	RECESSED LIGHT	120V	60W	LED 60W	60W	RECESSED	RECESSED
[Symbol]	Z1	RECESSED LIGHT	RECESSED LIGHT	120V	60W	LED 60W	60W	RECESSED	RECESSED

**1016**
  
**E2**
  
 23 Third Avenue, New York, NY 10016



**DIVISION 16 ELECTRICAL SPECIFICATIONS**

<p><b>1601.1 GENERAL</b></p> <p>A. Section Includes</p> <p>1. All electrical work shown on drawings and specified in the schedule.</p> <p>2. All electrical work required to complete the installation of the equipment shown on drawings and specified in the schedule.</p> <p>3. All electrical work required to complete the installation of the equipment shown on drawings and specified in the schedule.</p>	<p><b>1601.2 RELATED CONDITIONS</b></p> <p>A. Verify that the following conditions exist before installation:</p> <p>1. All conduit, raceway, and tray work is installed and ready for wiring.</p> <p>2. All equipment is delivered to the job site and ready for installation.</p> <p>3. All equipment is installed and ready for wiring.</p>	<p><b>1601.3 MATERIALS</b></p> <p>A. All materials shall be new, of the highest quality, and shall conform to the specifications of the National Electrical Manufacturers Association (NEMA) and the National Fire Protection Association (NFPA).</p> <p>B. All materials shall be approved by the authority having jurisdiction.</p>	<p><b>1601.4 EXECUTION</b></p> <p>A. All electrical work shall be installed in accordance with the National Electrical Code (NEC) and the National Fire Protection Association (NFPA).</p> <p>B. All electrical work shall be installed in accordance with the manufacturer's instructions.</p> <p>C. All electrical work shall be installed in accordance with the specifications of the National Electrical Manufacturers Association (NEMA) and the National Fire Protection Association (NFPA).</p>
<p><b>1602.1 GENERAL</b></p> <p>A. Section Includes</p> <p>1. All electrical work shown on drawings and specified in the schedule.</p> <p>2. All electrical work required to complete the installation of the equipment shown on drawings and specified in the schedule.</p> <p>3. All electrical work required to complete the installation of the equipment shown on drawings and specified in the schedule.</p>	<p><b>1602.2 RELATED CONDITIONS</b></p> <p>A. Verify that the following conditions exist before installation:</p> <p>1. All conduit, raceway, and tray work is installed and ready for wiring.</p> <p>2. All equipment is delivered to the job site and ready for installation.</p> <p>3. All equipment is installed and ready for wiring.</p>	<p><b>1602.3 MATERIALS</b></p> <p>A. All materials shall be new, of the highest quality, and shall conform to the specifications of the National Electrical Manufacturers Association (NEMA) and the National Fire Protection Association (NFPA).</p> <p>B. All materials shall be approved by the authority having jurisdiction.</p>	<p><b>1602.4 EXECUTION</b></p> <p>A. All electrical work shall be installed in accordance with the National Electrical Code (NEC) and the National Fire Protection Association (NFPA).</p> <p>B. All electrical work shall be installed in accordance with the manufacturer's instructions.</p> <p>C. All electrical work shall be installed in accordance with the specifications of the National Electrical Manufacturers Association (NEMA) and the National Fire Protection Association (NFPA).</p>
<p><b>1603.1 GENERAL</b></p> <p>A. Section Includes</p> <p>1. All electrical work shown on drawings and specified in the schedule.</p> <p>2. All electrical work required to complete the installation of the equipment shown on drawings and specified in the schedule.</p> <p>3. All electrical work required to complete the installation of the equipment shown on drawings and specified in the schedule.</p>	<p><b>1603.2 RELATED CONDITIONS</b></p> <p>A. Verify that the following conditions exist before installation:</p> <p>1. All conduit, raceway, and tray work is installed and ready for wiring.</p> <p>2. All equipment is delivered to the job site and ready for installation.</p> <p>3. All equipment is installed and ready for wiring.</p>	<p><b>1603.3 MATERIALS</b></p> <p>A. All materials shall be new, of the highest quality, and shall conform to the specifications of the National Electrical Manufacturers Association (NEMA) and the National Fire Protection Association (NFPA).</p> <p>B. All materials shall be approved by the authority having jurisdiction.</p>	<p><b>1603.4 EXECUTION</b></p> <p>A. All electrical work shall be installed in accordance with the National Electrical Code (NEC) and the National Fire Protection Association (NFPA).</p> <p>B. All electrical work shall be installed in accordance with the manufacturer's instructions.</p> <p>C. All electrical work shall be installed in accordance with the specifications of the National Electrical Manufacturers Association (NEMA) and the National Fire Protection Association (NFPA).</p>
<p><b>1604.1 GENERAL</b></p> <p>A. Section Includes</p> <p>1. All electrical work shown on drawings and specified in the schedule.</p> <p>2. All electrical work required to complete the installation of the equipment shown on drawings and specified in the schedule.</p> <p>3. All electrical work required to complete the installation of the equipment shown on drawings and specified in the schedule.</p>	<p><b>1604.2 RELATED CONDITIONS</b></p> <p>A. Verify that the following conditions exist before installation:</p> <p>1. All conduit, raceway, and tray work is installed and ready for wiring.</p> <p>2. All equipment is delivered to the job site and ready for installation.</p> <p>3. All equipment is installed and ready for wiring.</p>	<p><b>1604.3 MATERIALS</b></p> <p>A. All materials shall be new, of the highest quality, and shall conform to the specifications of the National Electrical Manufacturers Association (NEMA) and the National Fire Protection Association (NFPA).</p> <p>B. All materials shall be approved by the authority having jurisdiction.</p>	<p><b>1604.4 EXECUTION</b></p> <p>A. All electrical work shall be installed in accordance with the National Electrical Code (NEC) and the National Fire Protection Association (NFPA).</p> <p>B. All electrical work shall be installed in accordance with the manufacturer's instructions.</p> <p>C. All electrical work shall be installed in accordance with the specifications of the National Electrical Manufacturers Association (NEMA) and the National Fire Protection Association (NFPA).</p>

1604

1604.1 GENERAL

1604.2 RELATED CONDITIONS

1604.3 MATERIALS

1604.4 EXECUTION

**E4**

1604

1604.1 GENERAL

1604.2 RELATED CONDITIONS

1604.3 MATERIALS

1604.4 EXECUTION

**DIVISION 48 ELECTRICAL SPECIFICATIONS (cont.)**


<p><b>480000 - ELECTRICAL</b></p> <p><b>481000 - WIRING</b></p> <p><b>481100 - WIRING</b></p> <p><b>481110 - WIRING</b></p> <p><b>481111 - WIRING</b></p> <p><b>481112 - WIRING</b></p> <p><b>481113 - WIRING</b></p> <p><b>481114 - WIRING</b></p> <p><b>481115 - WIRING</b></p> <p><b>481116 - WIRING</b></p> <p><b>481117 - WIRING</b></p> <p><b>481118 - WIRING</b></p> <p><b>481119 - WIRING</b></p> <p><b>481120 - WIRING</b></p> <p><b>481121 - WIRING</b></p> <p><b>481122 - WIRING</b></p> <p><b>481123 - WIRING</b></p> <p><b>481124 - WIRING</b></p> <p><b>481125 - WIRING</b></p> <p><b>481126 - WIRING</b></p> <p><b>481127 - WIRING</b></p> <p><b>481128 - WIRING</b></p> <p><b>481129 - WIRING</b></p> <p><b>481130 - WIRING</b></p> <p><b>481131 - WIRING</b></p> <p><b>481132 - WIRING</b></p> <p><b>481133 - WIRING</b></p> <p><b>481134 - WIRING</b></p> <p><b>481135 - WIRING</b></p> <p><b>481136 - WIRING</b></p> <p><b>481137 - WIRING</b></p> <p><b>481138 - WIRING</b></p> <p><b>481139 - WIRING</b></p> <p><b>481140 - 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Drawing No.

1818	1818	1818	1818	1818
QUANTITY	QUANTITY	QUANTITY	QUANTITY	QUANTITY
E5	E5	E5	E5	E5

AS NOTED

ELECTRICAL DIVISION



Electrical Contractors Association of America  
23 West Lincoln Street  
Lombard, IL 60148

**Exhibit "B"**

**Cost Estimate  
for the Addition**

(attached)

Carriage House  
Construction/Revenue Projections

	Revenue	Expenditures
<u>Construction</u>		
Architect/Eng/Design		18,000
Construction		227,000
Prevailing Wage Add.		37,200
Soil and Concrete Testing		3,000
Contingency		28,520
<u>Revenue</u>		
2011 (actual as of 12/21/11)	43,026	
2012 Projection		
Donations	29,000	
Events	14,000	
Grants	70,000	
V.O.L. Utilities	45,000	
V.O.L. Sidewalks/Curbs	6,000	
V.O.L. Fire and Burglar	30,000	
In-Kind Donations	4,000	
<u>Sub Total</u>	241,026	313,720
<u>Hold Items</u>		
One Bathroom		-5,000
Wood Floor		-4,000
Second Floor, Build Out		-5,000
Wood Interior Walls		-3,000
Kitchen Sinks/Cabinets		-1,500
<u>Sub Total</u>		-18,500
<u>Total</u>	241,026	295,220
<u>Difference</u>		54,194

\*\*\*Projections based upon the high estimates for construction by the Architect and the low estimates for revenue by the Society.

**Exhibit "C"**

**Anticipated Estimate of the  
Funding Sources for the Addition**

Total Estimated Addition Cost	\$313,720.00
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Estimated Cost of the Village Funded Work

Utilities	(\$45,000.00)
Sidewalk	(\$ 6,000.00)
Fire/Burglar Alarms	(\$30,000.00)

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Additional Costs to be Funded by the SOCIETY \$232,720.00

Grant	(\$70,000.00)
Donations	(\$43,026.00)

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Funding Gap \$119,694.00

Anticipated Sources of Funds to Pay the Funding Gap:

- A. 2012, 2013 and 2014 donations to the SOCIETY
- B. Special SOCIETY Event Proceeds
- C. The Certificates of Deposit as referenced in Exhibit "D"

**Exhibit "D"**

**Certificates of Deposit  
Pledged as Collateral for the Funding Gap**

**Unrestricted Accounts:**

<b>Name</b>	<b>Account #</b>	<b>Maturity</b>	<b>Balance</b>
LHS CD - Cole Taylor		April 2012	\$ 9,939.30
Memorial Checking - Fifth Third		N/A	\$20,330.31
<b>Total Unrestricted:</b>			<b>\$30,269.61</b>

**Restricted\* Accounts:**

<b>Name</b>	<b>Account #</b>	<b>Maturity</b>	<b>Balance</b>
Zeigler Memorial DSW		N/A	\$10,036.73
Peck Investment UBS		N/A	\$11,889.55
Peck CD- Harris		April 2012	\$12,300.54
Peck CD- Harris		March 2012	\$12,457.84
Peck CD- Harris		March 2012	\$16,214.63
Peck CD- Harris		February 2012	\$12,724.22
<b>Total Restricted:</b>			<b>\$75,623.51</b>

***\*Restricted funds if approved by the LHS Board of Management could be used as collateral for a loan to the Society.***





May 11, 2012

TO: Village President and Board of Trustees  
THROUGH: David A. Hulseberg, Village Manager  
FROM: Carl Goldsmith, Director of Public Works *g*  
SUBJECT: Carriage House Addition

**Background**

The Village staff has been working with the Lombard Historical Society and Lombard Historical Commission on an addition to the Carriage House located at 23 W. Maple Street. The proposed addition will nearly double the size of the Carriage House and provide the Society with an opportunity to more effectively display and archive Lombard history. The grounds and facilities are owned by the Village of Lombard and through an agreement dating back to April 15, 1993 (amended in June 1993, November 1998 and February 2008) the Society operates the programming of the facilities. A revised IGA was approved by the Village Board of Trustees in January 2012 to facilitate the expansion of the Carriage House.

At the time that the Village Board approved the IGA for the expansion, the staff discussed the funding scenario for the project. Based upon a State of Illinois Department of Natural Resources Public Museum Capital Grant in the amount of \$70,000, the project is required to be completed by December 31, 2012. In order to ensure that the grant funds were not forfeited, the Village has included the construction of the expansion in the 2012B Capital Improvements Plan, with an estimated value of \$313,720.00. It is recommended that the Village fund the full cost of the addition through the use of Downtown TIF funds. The Society will reimburse the Village for all non-Village Funded Work (\$45,000 for utility extensions and connections, \$30,000 for fire/burglar alarm installation & upgrades and \$6,000 for sidewalk improvements) within two (2) years from the date the Village issues a certificate of occupancy. The funds would be made available through the grant, current and future donations.

The plans for the addition were developed by the Lombard Historical Society and incorporated into the bid manual prepared by the Village of Lombard. In order to try to minimize costs for the addition, the bid manual was prepared with a Base Bid price, along with a series of Alternates that may be added to the project at the Village's discretion. There are twelve (12) alternates that have been identified. The Alternates are items that would not be required as a condition of the Village issuing a Certificate of Occupancy (CO) or are items that the Village is responsible for

under the terms of the IGA. The issuance of a CO by the Village of Lombard is required prior to the Lombard Historical Society receiving the grant funds.

Fourteen (14) potential bidders received plans and participated in the mandatory pre-bid meeting held on May 3, 2012. Two (2) bids were received and opened at 10:30 am on May 11, 2012. The bid results are summarized below:

<i>Company</i>	<i>Total</i>
<b>ATP Enterprise Group</b>	<b>\$120,500.00</b>
MC Builders Inc.	\$286,287.00
<i>Engineer's Estimate</i>	<i>\$232,720</i>

The lowest responsible bidder is ATP Enterprise Group of Northfield, Illinois with a bid in the amount of \$120,500.00. The bid includes the cost for all Alternates with the exception of the installation of the sprinkler system. The installation of the sprinkler system will be done under separate contract awarded by the Village. Additionally, the Village will award contracts for the utility extensions and the sidewalk/curb modification. The FY 2012B CIP contains \$81,000 for these projects.

**Recommendation**

Staff recommends that the Village Board of Trustees accept a bid from ATP Enterprise Group of Northfield, Illinois in the amount of \$120,500.00 for the Carriage House Addition project.

## VILLAGE OF LOMBARD

### CONTRACT DOCUMENT NUMBER PWO-1215

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between, and shall be binding upon, the Village of Lombard, an Illinois municipal Corporation hereinafter referred to as (the "Village") and (ATP Enterprise Group, Inc.) hereinafter referred to as (the "Contractor").

Witnesseth That in consideration of the mutual promises of the parties delineated in the Contract Documents, and herein, the Contractor agrees to sell and install and the Village agrees to pay for the following described items and the installation of the same as set forth in the Contract Documents:

(The description, quantities and proposal prices are stated here)

1. This Contract shall embrace and include all of the applicable Contract Documents listed below as if attached hereto or repeated herein:
  - a. Specification and Contract Document no. \_\_\_\_\_  
for \_\_\_\_\_, consisting of the following:
    - i) Cover Sheet
    - ii) Table of Contents
    - iii) Invitation to Bid on Contract Document  
No. \_\_\_\_\_ - Legal Notice
    - iv) General Terms, Conditions and Instructions
    - v) Specific Terms, Conditions and Instructions and Blue Prints
    - vi) Bid Proposal Form
    - vii) Plans and Specifications and Specification Deviation Form
  - b. The Contractor's Bid Proposal Dated May 11, 2012
  - c. Required Performance and Payment Bonds and Certificate of Insurance
2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items, and installation of the same, which are the subject matter of this Contract the total sum of \$ \_\_\_\_\_ paid in accordance with the provisions of the Local Government Prompt Payment Act and the provisions of the Contract Documents.

3. Risk of loss, destruction or damage of or to goods under this Contract shall be on contractor until installation and acceptance of the goods by the Village.
4. Contractor shall not delegate the duties involved in the performance of the installation services which are the subject matter of this Contract without the written approval of the Village.
5. The Contractor represents and warrants that it will comply with all applicable Federal, State and local laws concerning prevailing wage rates regarding installation services provided under this Contract and all Federal, state and local laws concerning equal employment opportunities.
6. The Contractor shall deliver the goods under this Contract by 69 days, and shall complete installation by November 5, 2012. Time is of the essence of this Contract and Contractor agrees to achieve completion within the Contract time by all proper and appropriate means including working overtime without additional compensation.
7. In executing this Contract, Contractor agrees that it has examined the site of the work and the conditions existing therein, has examined the Contract Documents and taken and compared field measurements and conditions with those Documents.
8. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.
9. Where the terms of this Contract conflict with the provisions of the Contract Documents, the Contract Documents shall be binding.

IN WITNESS WHEREOF, the Village of Lombard, Illinois by William J. Mueller, Village President, and the Contractor have hereunto set their hands this \_\_\_ day of \_\_\_\_\_, 20\_\_.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Accepted this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Individual or Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

By \_\_\_\_\_

PETER KIS PRESIDENT  
Position/Title

By \_\_\_\_\_

Position/Title

Print C



ATP Enterprises Group, Inc  
400 Central Ave. Suite 250  
Northfield, IL 60093

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this 17 day of May, 20  .



William J. Mueller  
Village President

Attest:



Brigitte O'Brien  
Village Clerk

Exhibit "A"

CONTRACTOR'S CERTIFICATION:

ATP Enterprises Group, Inc  
400 Central Ave. Suite 250  
Northfield, IL 60093

Contract Execution

ATP Enterprises Group, Inc (Name of Contractor) having submitted a bid on a contract (Name of Contractor)  
for Carriage House Addition (General description of item(s) bid on) to the Village of Lombard,  
hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result  
of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code or of any  
similar statute of another state or of a federal statute containing the same or similar elements.

By: [Signature]  
Authorized Agent of Contractor

Subscribed and sworn to  
before me this 11  
day of May, 2012

J. Ildiko Kusti  
Notary Public

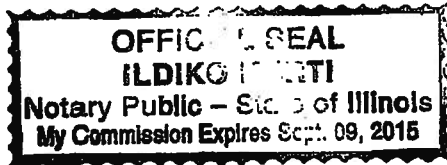


Exhibit "B"

CONTRACTOR'S CERTIFICATION:

Sexual Harassment Policy

ATP Enterprises Group, Inc  
400 Central Ave. Suite 250  
Northfield, IL 60093

\_\_\_\_\_ having submitted a bid/proposal  
for Carriage House Addition, to the Village of Lombard, hereby certifies that said contractor  
has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).

By: X \_\_\_\_\_  
Authorized Agent of Contractor

Subscribed and sworn to  
before me this 11  
day of May, 2012

Ildiko Kurti

Notary Public



Exhibit "C"

CONTRACTOR'S CERTIFICATION:



ATP Enterprises Group, Inc  
400 Central Ave. Suite 250  
Northfield, IL 60093

Department of Revenue - Tax Compliance

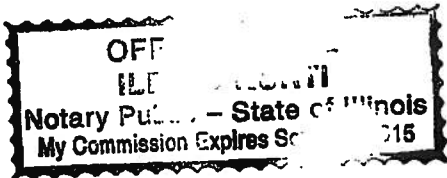
\_\_\_\_\_, having submitted a bid/proposal  
for Carriage House Addition, to the Village of Lombard, hereby certifies that said contractor  
is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By:   
\_\_\_\_\_  
Authorized Agent of Contractor

Subscribed and sworn to  
before me this 11  
day of May, 2012

Judith Kuth  
\_\_\_\_\_  
Notary Public





**Exhibit "D"**

ATP Enterprises Group, Inc  
400 Central Ave. Suite 250  
Northfield, IL 60093

**CERTIFICATION OF CONTRACTOR c174E  
FHA Rules, 49 CFR 382**

\_\_\_\_\_ hereby certifies that it is in full compliance with the

[Company Name]

Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, 49 CFR 382 et.seq., and that \_\_\_\_\_

[name of employee/driver or "all employee drivers"]

is/are currently participating in a drug and alcohol testing program pursuant to the aforementioned rules.

ATP Enterprises Group, Inc  
400 Central Ave. Suite 250  
Northfield, IL 60093

\_\_\_\_\_  
[Company Name]

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

Its: PETER KIS PRESIDENT

SUBSCRIBED AND SWORN TO

before me this day 11  
of May, 2012

J/duko Keith

NOTARY PUBLIC



**Exhibit "E"**

**ADDITIONAL INSURED ENDORSEMENT**

Name of Insurer:  
Named Insured:  
Policy Number:  
Policy Period:  
Endors. Effective Date:

This endorsement modifies coverage provided under the following:

**Commercial General Liability  
Coverage Part**

Name of Individuals or Organization:



**ATP Enterprises Group, Inc**  
400 Central Ave. Suite 250  
Northfield, IL 60093

WHO IS AN INSURED section of the policy/coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

1. Liability the Additional Insured may incur resulting from the actions of a contractor it hires.
2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.
3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.