VILLAGE OF LOMBARD REQUEST FOR BOARD OF TRUSTEES ACTION For Inclusion on Board Agenda

X	Resolution or Ordinance (Recommendations of Boar Other Business (Pink)	Blue) W ds, Commissions	aiver of First Requested & Committees (Green)	
TO:	PRESIDENT AND BOAR	D OF TRUSTEE	S	
FROM:	David A. Hulseberg, Villa	ge Manager		
DATE:	February 1, 2012	(B of T) DATE:	February 16, 2012	
TITLE:	Intergovernmental Agreen	nent – Carriage Ho	ouse Addition	
SUBMITTED BY:	Carl Goldsmith, Director	of Public Works	G	
BACKGROUND/PC	DLICY IMPLICATIONS:			
received a grant for terms of the grant ag 2012. The Society assistance in fundin system improvemen \$81,000. The Villag years. The Society	\$70,000 from the Departm greement, the Society must of does not have sufficient for g the project. The Village ts and sidewalk improvement ge will loan the Society fun-	nent of Natural Recomplete constructions to proceed a will fund the utints on-site. These ds in the amount outs to reimburse	Carriage House. The Society esources. To comply with the tion on or before December 31 and has requested the Village's lity improvements, fire/burglate improvements are estimated at 6 \$119,694 for a period of two ethe Village and has pledge gainst the loan.	le l, 's ar at
FISCAL IMPACT/I	FUNDING SOURCE			
\$200,694 7402.75	6420			٠
Review (as necessar	ry):			
Village Attorney X			Date	
			Date	
Village Manager X			Date	

NOTE: Materials must be submitted to / approved by the Village Manager's Office by 12:00 pm. Wednesday, prior to the Agenda Distribution.



January 27, 2012

TO:

Village President and Board of Trustees

THROUGH: David A. Hulseberg, Village Manager

FROM:

Carl Goldsmith, Director of Public Works

SUBJECT:

Intergovernmental Agreement - 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.

The Historical Society received a State of Illinois Department of Natural Resources Public Museum Capital Grant in the amount of \$70,000 for the construction of the addition the a addition. At the time that the funds were pledged, the Society was interested in constructing the project in phases, as funding became available. The Society was recently notified by the grant administrator at the Department of Natural Resources that the funding would be forfeited if the project would not be completed by December 31, 2012. The terms of the grant call for the Society to receive 50% (\$35,000) upon completion of 50% of the construction and the remaining 50% to be received upon the Society receiving a certificate of occupancy from the Village. Prior to the clarification of the grant terms, the Village was going to contribute funds to cover the cost of the utility extensions and the sidewalk improvements, as well as serve as the project manager.

A meeting was held between the Village and Society to discuss the project. The Society requested that the Village of Lombard assist in expediting the project and contribute a greater level of funding to the project. The Society does not currently have sufficient funds to cover the full cost of the project, which is estimated at \$313,720.00. As such, the Society anticipated a lack of compliance with the terms of the grant, which would result in a loss of the funding. The Village and Society as developed the attached Intergovernmental Agreement that details the obligations of the Village and the Society on the project, including the Village's contribution(s) towards the improvement. The IGA provides the following:

The Society will design and prepare plans and specifications for the project.

■ The Village shall serve as the lead agency for the project; including any bidding, award and construction of the improvement.

The Village will fund the full cost of the addition through the use of Downtown TIF

funds.

- The Society will not be required to reimburse the Village of Lombard for Village Funded Work, which includes:
 - o \$45,000 for utility extensions and connections
 - o \$30,000 for fir/burglar alarm installation & upgrades

o \$6,000 for sidewalk improvements

- The Society will reimburse the Village for all non-Village Funded Work 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.
- In the event that the Society does not reimburse the Village the loan amount, the Village has \$30,623.51 in unrestricted Certificates of Deposit (CDs) held by Society as collateral against the loan. The Society had previously represented to the Village that they had \$72,822.17 in unrestricted CDs. The Society does possess an additional \$75,623.51 in restricted CDs that could, at the discretion of the Society Board of Management be used as collateral. The Village and Society will finalize the mechanism necessary to have the funds jointly held and which will allow the Village to draw upon the CDs if the Society defaults on the terms of the loan.

The Lombard Historical Society Executive Board approved the IGA at their January 24, 2012 meeting. The IGA will be considered by the Lombard Historical Society Board of Management at their February 1, 2012 meeting. The agreement will be considered by the Lombard Historical Commission at their February 13, 2012 meeting. I respectfully request that this item be placed on the Village Board's agenda for the February 2, 2012 meeting.

Recommendation

Staff recommends that the Village Board of Trustees approve an Intergovernmental Agreement between the Village of Lombard, the Lombard Historical Commission and the Lombard Historical Society regarding the Carriage House Addition project.

RESOLUTION R___-12

A RESOLUTION AUTHORIZING SIGNATURE OF PRESIDENT AND CLERK ON AN AGREEMENT

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Intergovernmental Agreement between the Village of Lombard, the Lombard Historical Commission and the Lombard Historical Society regarding the construction of an addition to the Carriage House located at 23 W. Maple Street, Lombard, Illinois. Construction plans, estimate of cost, anticipated estimate of funding sources and certificates of deposit pledged as collateral are included as attached hereto and marked as Exhibit "A", Exhibit "B", Exhibit "C" and Exhibit "D" respectively.

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said agreement as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said agreement as attached hereto.

Adopted this 2 nd day of February, 2012.		
Ayes:		
Nayes:	- :	
Absent:	_	
Approved this 2 nd day of February, 2012.		
	William J. Mueller Village President	
ATTEST:		
Brigitte O'Brien Village Clerk		
APPROVAL AS TO FORM:		
Thomas P. Bayer		

Village Attorney

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
day of, 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 COMMSSION 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. <u>INCORPORATION OF PREAMBLES.</u> The preambles hereto, as set forth above, are incorporated herein by reference and are made part hereof.
- 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. <u>CONSTRUCTION OF THE ADDITION.</u> 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 COMMSSION and the VILLAGE agree that the Addition shall be constructed substantially as depicted and described on 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. <u>SOCIETY INDEMNIFICATION OF THE VILLAGE.</u> 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. <u>NOTICES.</u> 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:

Village Manager Village of Lombard 255 East Wilson Avenue Lombard, Illinois 60148

C. If to the COMMISSION:
Chairperson
Lombard Historical Commission
c/o Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148

B. If to the SOCIETY:

President Lombard Historical Society 23 West Maple Street 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. <u>COUNTERPARTS.</u> 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. <u>ENTIRE AGREEMENT.</u> 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. <u>EFFECTIVE DATE.</u> 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	LOMBARD HISTORICAL SOCIET		
By: Village President	By: President		
Village President	President		
ATTEST:	ATTEST:		
·			
Village Clerk	Secretary		
Dated:	Dated:		
LOMBARD HISTORICAL COMMISSION			
By:			
Chairperson			
ATTEST:			
Secretary			
Georetary			
Dated:	Dated:		

STATE OF ILLINOIS)) SS
COUNTY OF DuPAGE)
I, the undersigned, a HEREBY CERTIFY that the known to me to be the Villa known to me to be the same as such Village President person and severally acknowing signed and delivered the selection Lombard, as their free and Village of Lombard, for the selection custodian of the corporate selections.	a Notary Public, in and for the County and State aforesaid, DO above-named William J. Mueller and Brigitte O'Brien, personally age President and Village Clerk the Village of Lombard, and also e persons whose names are subscribed to the foregoing instrument and Village Clerk, respectively, appeared before me this day in owledged that as such Village President and Village Clerk they signed instrument, pursuant to authority given by the Village of voluntary act, and as the free and voluntary act and deed of said uses and purposes therein set forth, and that said Village Clerk, as eal of said Village of Lombard, caused said seal to be affixed to said clerk's own free and voluntary act and as the free and voluntary act or the uses and purposes therein set forth.
-	nd and Notary Seal, this day of, 2012.
	Notary Public

My Commission Expires:

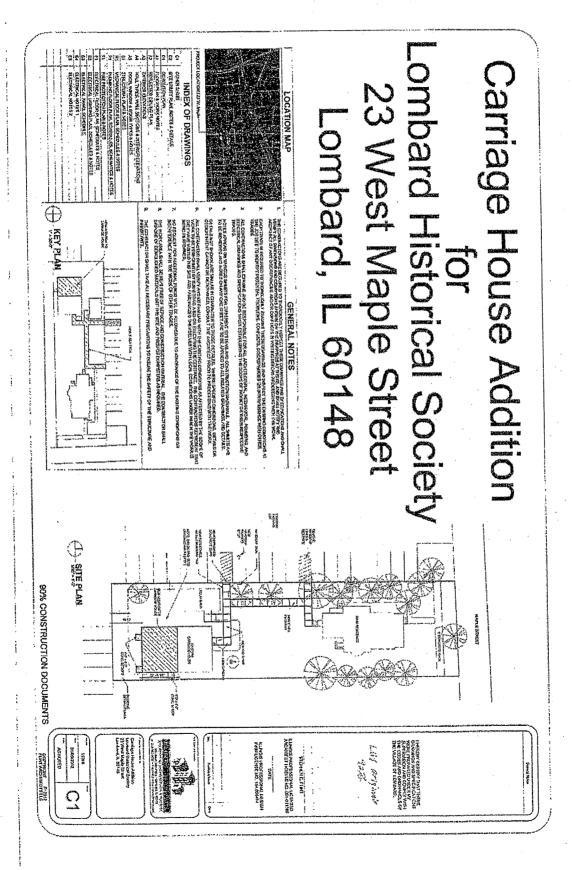
STATE OF ILLINOIS)) SS
COUNTY OF DuPAGE)
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named and and, personally known to me to be the President and Secretary of the Lombard Historical Society, and also known to me to be the same persons 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 President and Secretary they signed and delivered the signed instrument, pursuant to authority given by said Lombard Historical Society, as their free and voluntary act, and as the free and voluntary act and deed of said Lombard Historical Society, for the uses and purposes therein set forth, and that said Secretary, as custodian of the corporate seal of said Lombard Historical Society, caused said seal to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said Lombard Historical Society, for the uses and purposes therein set forth.
GIVEN under my hand and Notary Seal, this day of, 2012.
Notary Public
My Commission Expires:

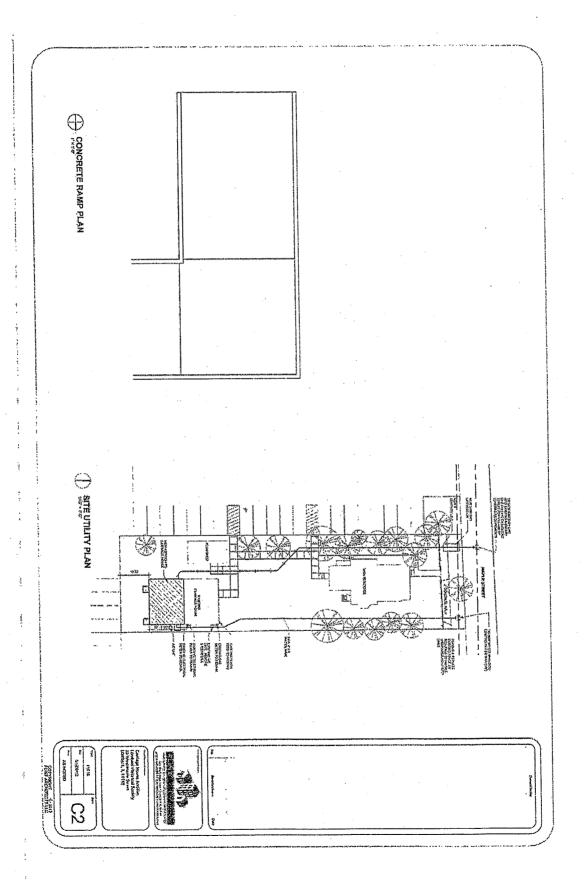
STATE OF ILLINOIS)) SS
COUNTY OF DuPAGE)
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named and and, personally known to me to be the Chairperson and Secretary of the Lombard Historical Commission, and also known to me to be the same 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 day of, 2012.
Notary Public
My Commission Expires:

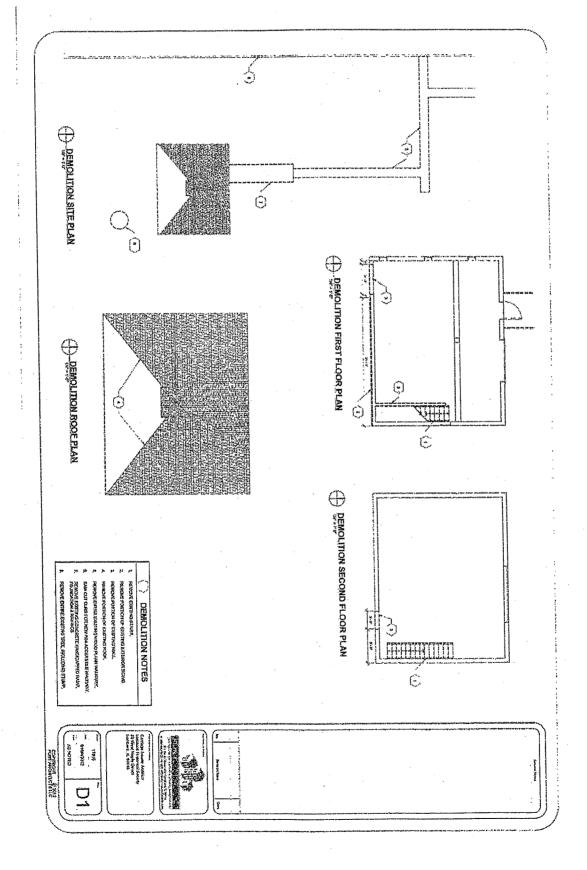
Exhibit "A"

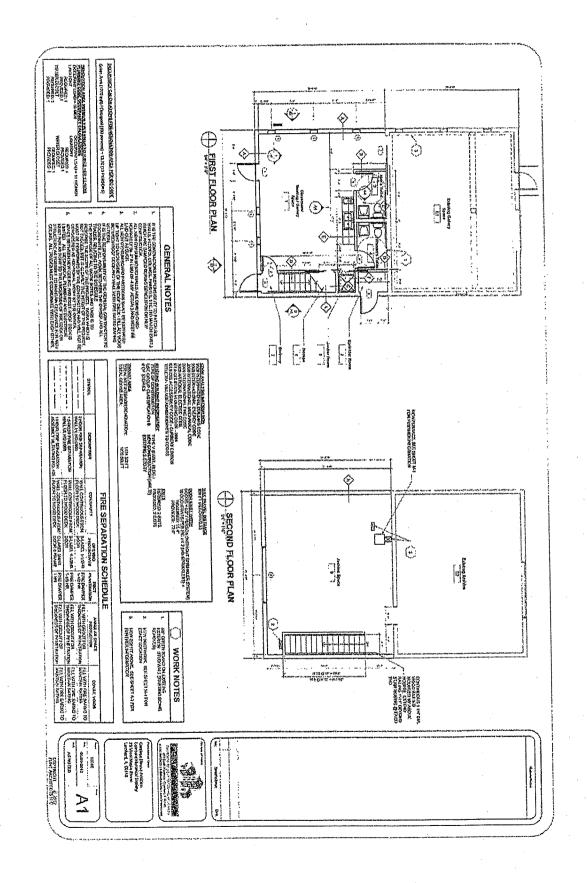
Plans and Specifications for the Addition

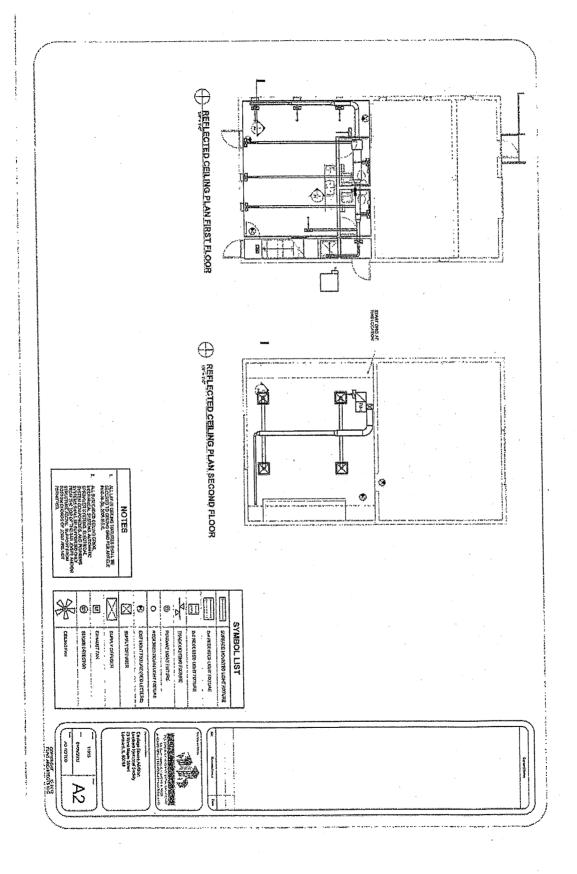
(attached)



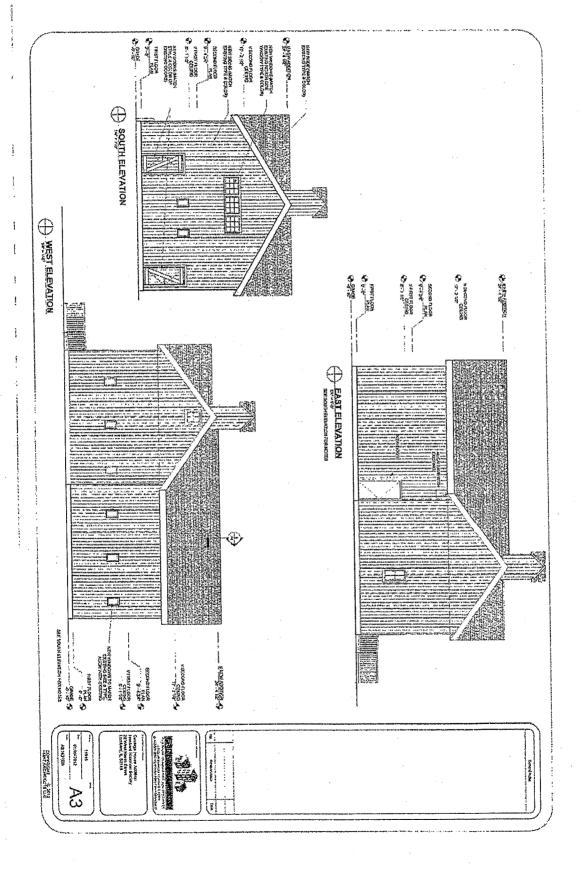


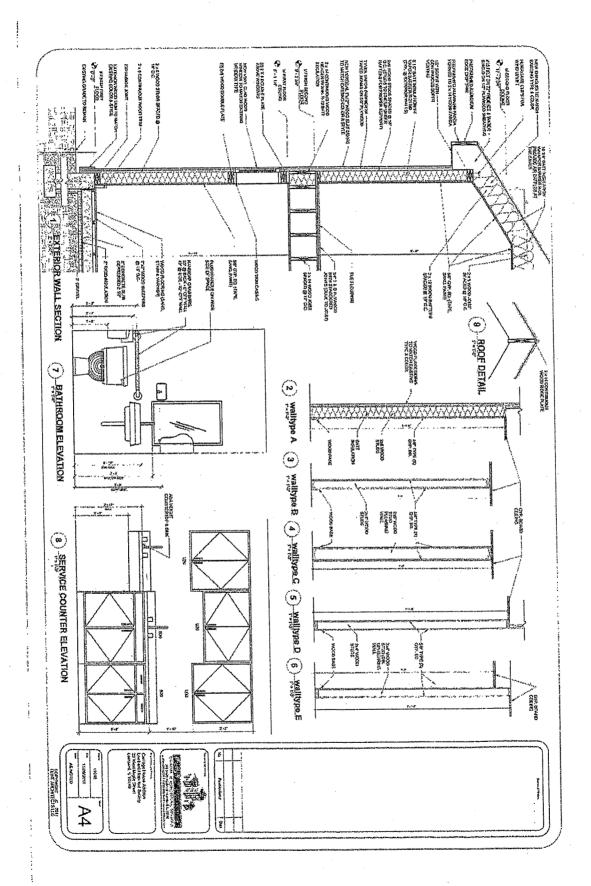


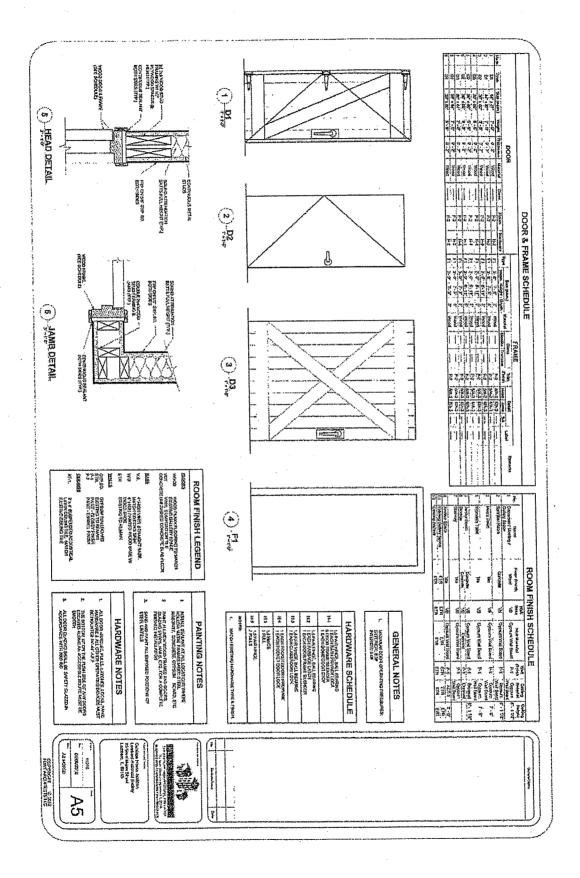


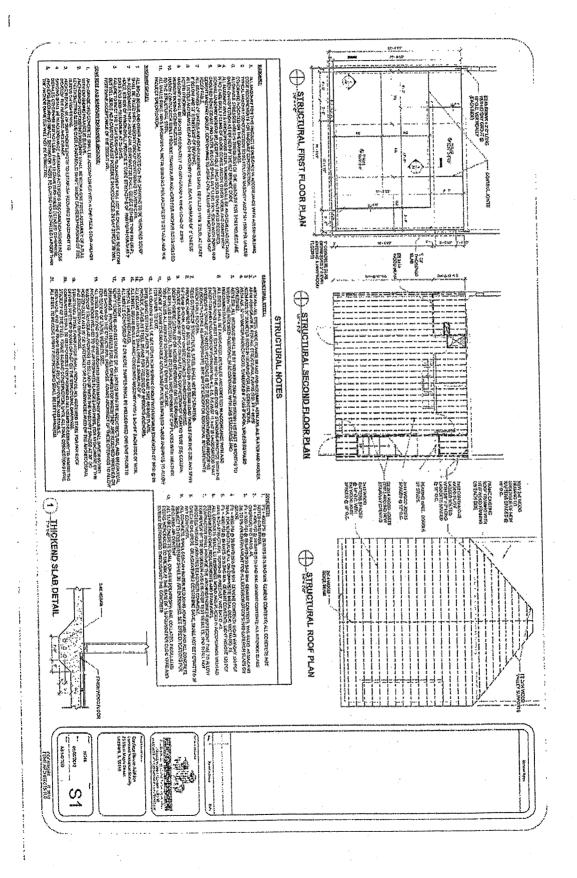


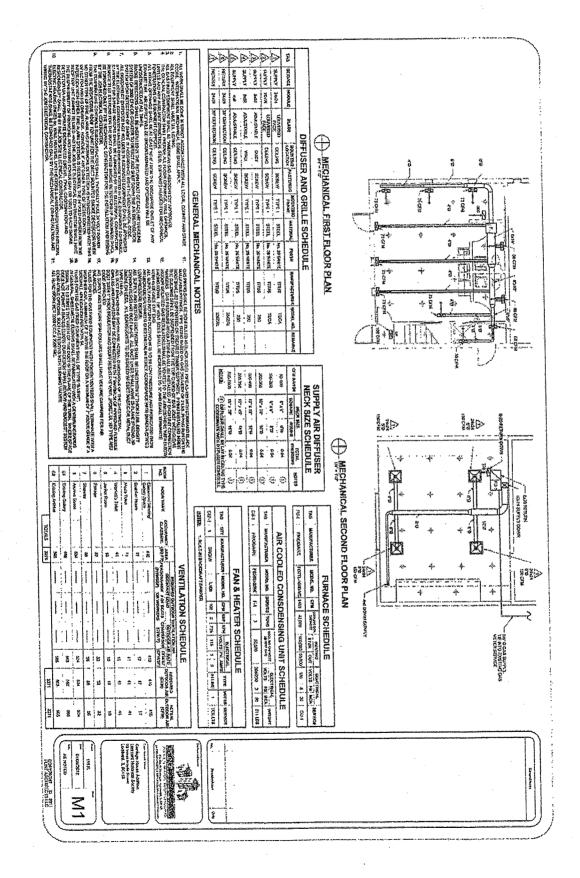
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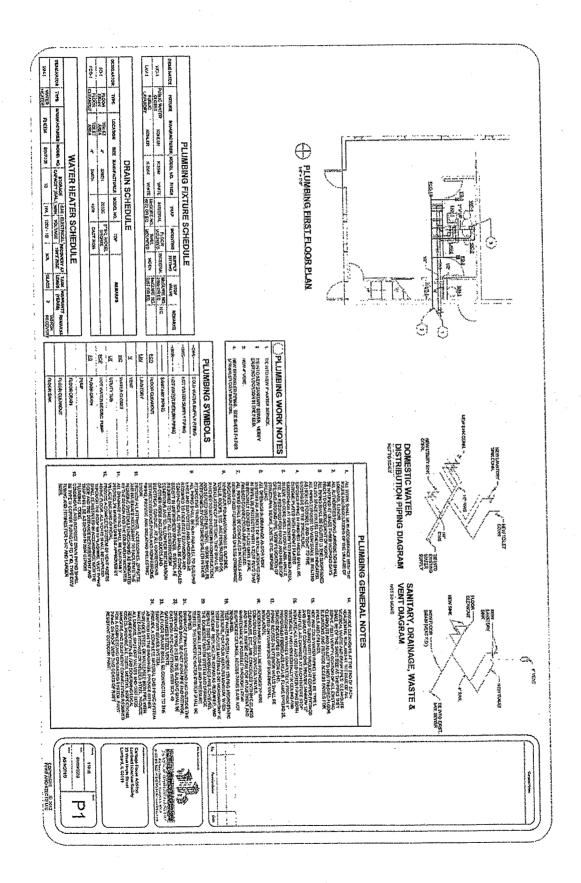


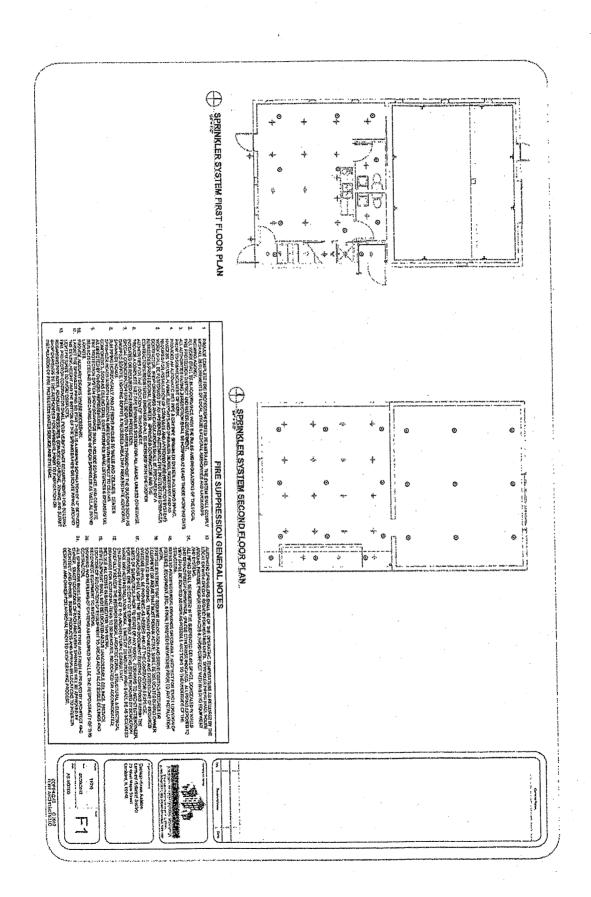


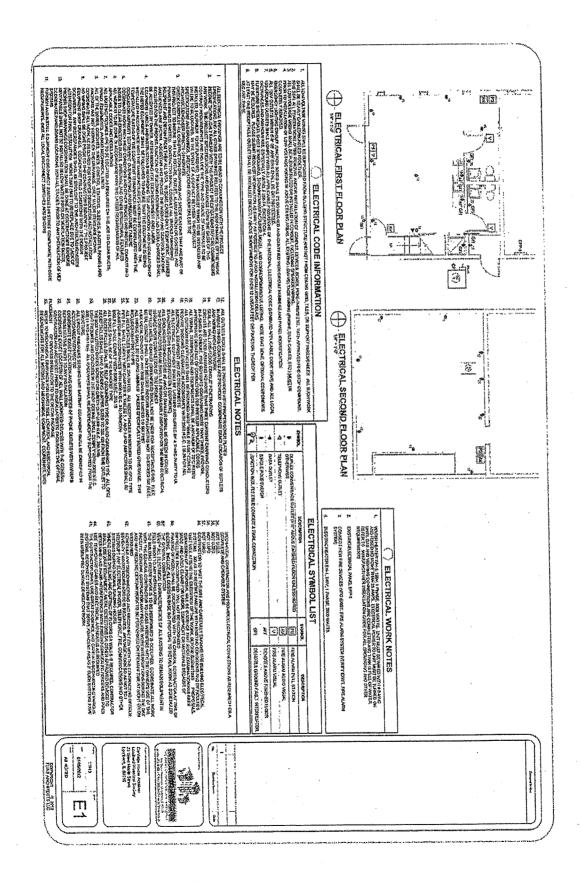


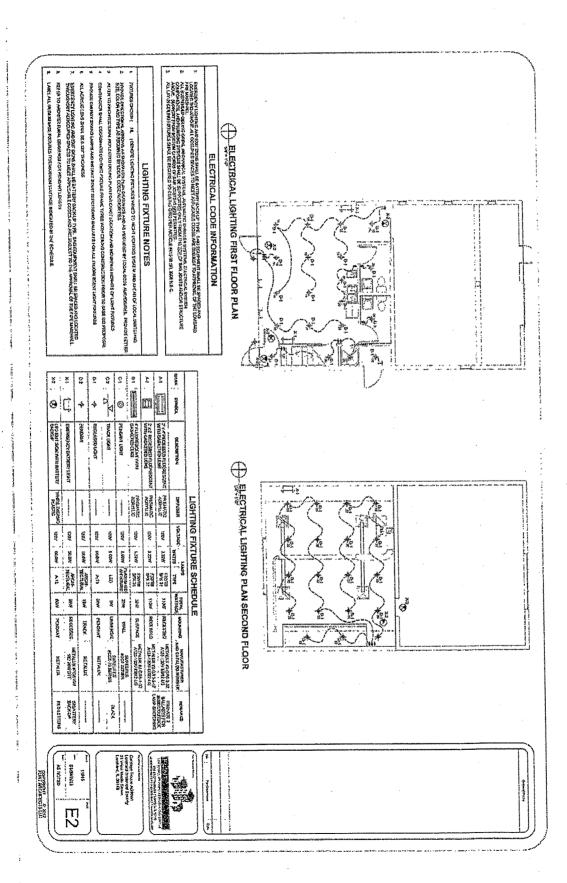


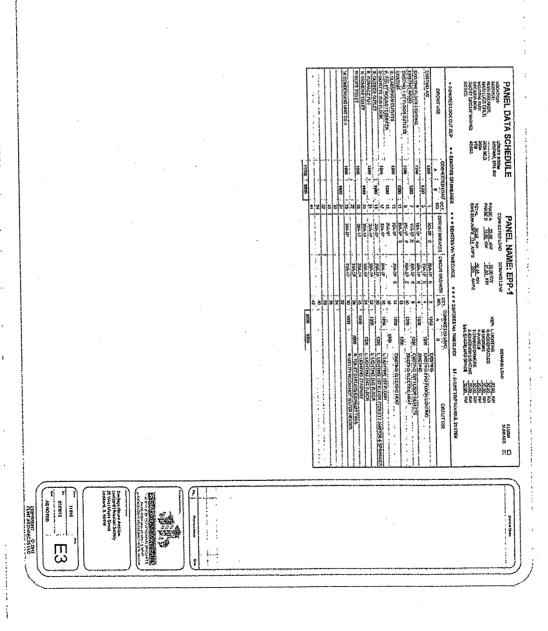


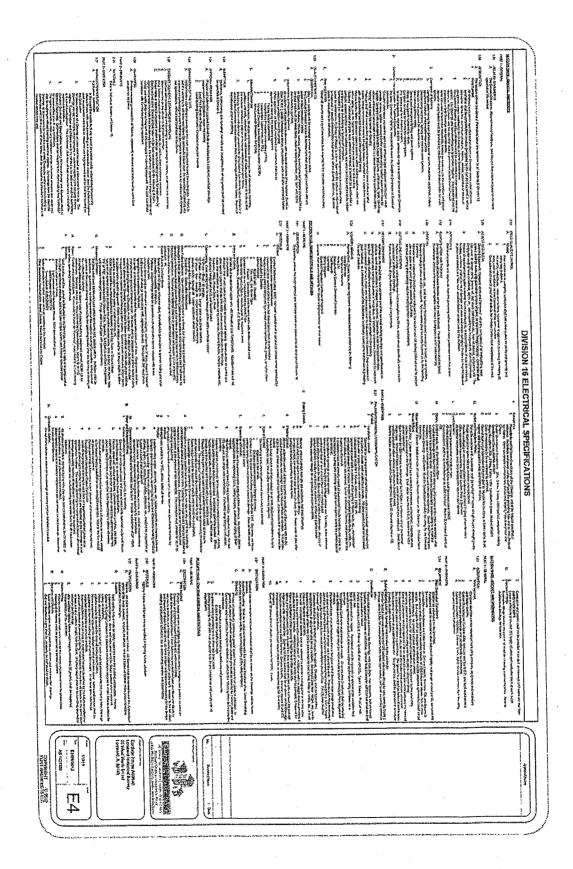


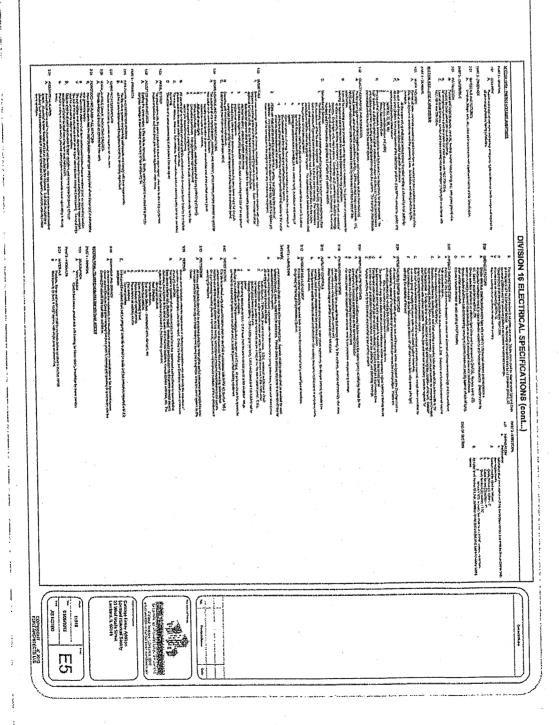












28

Exhibit "B"

Cost Estimate for the Addition

(attached)

Carriage House Construction/Revenue Projections

O two stiles	Revenue	Expenditures
Construction Architect/Eng/Design Construction Prevailing Wage Add. Soil and Concrete Testing Contingency		18,000 227,000 37,200 3,000 28,520
Revenue 2011 (actual as of 12/21/11) 2012 Projection	43,026 29,000 14,000 70,000 45,000 6,000 30,000 4,000	
Sub Total	241,026	313,720
Hold Items One Bathroom Wood Floor Second Floor, Build Out Wood Interior Walls Kitchen Sinks/Cabinets		-5,000 -4,000 -5,000 -3,000 -1,500
Sub Total		-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

Estimated Cost of the Village Funded Work

Utilities

(\$45,000.00)

Sidewalk

(\$ 6,000.00)

Fire/Burglar Alarms

(\$30,000.00)

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

Grant

(\$70,000.00)

Donations

(\$43,026.00)

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

Restricted* Accounts:			
Name	Account #	Maturity	Balance
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
Total Restricted:			\$75,623.51
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^{*}Restricted funds if approved by the LHS Board of Management could be used as collateral for a loan to the Society.