

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

Resolution or Ordinance (Blue) _____
Waiver of First Requested
Recommendations of Boards, Commissions & Committees (Green) _____
Other Business (Pink) _____ X _____

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: January 29, 2008 (B of T) Date: February 7, 2008

TITLE: Lombard Town Centre - 2008 Letter of Agreement

SUBMITTED BY: Department of Community Development *John*

BACKGROUND/POLICY IMPLICATIONS:

The Department of Community Development transmits for your consideration a request to approve a Letter of Agreement between Lombard Town Centre, the Village of Lombard and Illinois Main Street outlining the terms and conditions as it relates to participation in the Main Street program.

Staff recommends approval of this request.

Please place this item on the February 7, 2008 Board of Trustees agenda.

Fiscal Impact/Funding Source:

Review (as necessary):

Village Attorney X _____

Finance Director X _____

Village Manager X _____

W. T. Lichter

Date

Date

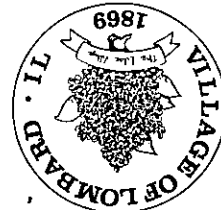
Date

1/30/08

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon.

Wednesday, prior to the Agenda Distribution.





MEMORANDUM

TO: William T. Lichter, Village Manager

FROM: David A. Hulseberg, AICP, Assistant Village Manager/Director of Community Development *Dahn*

DATE: February 7, 2008

SUBJECT: Lombard Town Centre – 2008 Letter of Agreement

Attached please find a copy of a Letter of Agreement between the Village, Lombard Town Centre and Illinois Main Street. This Agreement sets forth the terms and provisions between the parties as it pertains to participating in the Main Street program. The Village's only obligation set forth in this Agreement is an annual financial contribution to Lombard Town Centre, although the amount of that contribution is not stipulated. Illinois Main Street requires that this Agreement be executed on an annual basis.

RECOMMENDATION

Staff recommends that the Village Board authorize the Village President to sign the attached Agreement.

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ILLINOIS MAIN STREET

OFFICE OF LIEUTENANT GOVERNOR PAT QUINN

LETTER OF AGREEMENT

This Letter of Agreement is entered into and executed by Illinois Main Street, a program in the Office of the Lieutenant Governor (hereinafter referred to as "IMS"), and Lowbard Town Center, a local Main Street program, hereinafter referred to as the "local program".

This Agreement is for the purpose of implementing the Main Street™ Program in the local community, as well as maintaining the Local Program's Main Street designation and affiliation with Illinois Main Street and the National Trust Main Street Center, a program of the National Trust for Historic Preservation.

The term of this Agreement shall be for January 1, 2008 – December 31, 2008.

Section 1: Illinois Main Street agrees to:

1. Designate Lowbard Town Center (Local Program) as an Illinois Main Street Program and the city, village or neighborhood of Lowbard as an Illinois Main Street Community.

2. Authorize use of the term "Main Street", a trademark held by the National Trust for Historic Preservation, in the organization's name, logo and program information. To maintain use of this trademark, Local Program must remain a Main Street program in good standing with IMS and the National Trust Main Street Center. Upon termination of this Agreement by either party, the Local Program does not retain the right to use the Main Street trademark.

3. Authorize use of the Illinois Main Street logo, in the Local Program's published information. To maintain use of this logo, Local Program must remain a Main Street program in good standing with IMS and the National Trust Main Street Center. Upon termination of this Agreement by either party, the Local Program does not retain the right to use the Illinois Main Street logo.

4. Provide up to four (4) official Illinois Main Street Community signs to be placed by the Illinois Department of Transportation at mutually agreed upon locations. Upon termination of this Agreement by either party, said signage will be removed by the Illinois Department of Transportation.

5. Designate an IMS Program Coordinator to act as a liaison with the Local Program, with the National Trust Main Street Center, and with other public and private sector organizations with interests in downtown revitalization, business development and historic preservation.

6. Plan and implement training sessions and workshops on topics to be decided, based upon the needs of the Illinois Main Street communities.

7. Provide information about other relevant programs within the Lieutenant Governor's Office and the Illinois Historic Preservation Agency and other State of Illinois programs.

8. Provide technical information and consultant services to Main Street executive directors, Board members and other volunteers by telephone, fax, mail and electronic mail.
 9. Provide architectural design education as directed and required by The National Trust Main Street Center
 10. Review resumes for the Local Program's Main Street Executive Director, if a replacement is needed and if this service is requested. Provide training for the new Main Street Director on the Main Street Four Point Approach™, and the roles and responsibilities of the Executive Director, Board of Directors and Committees.
 11. Sponsor an annual conference and develop annual awards and other types of recognition to honor Local Program volunteers and projects from Main Street communities throughout the state.
 12. Conduct a review of the Local Program.
 13. Annually certify programs that qualify for national accreditation as Main Street™ communities.
 14. Access to the IMS Resource Library of information on downtown-related topics.
 15. Provide a periodic electronic newsletter with pertinent information on the Illinois Main Street program and other items that may be of assistance.
 16. Collect and publish economic development statistics pertinent to the Main Street program.
 17. Facilitate ongoing press coverage of the statewide Main Street program and all Local Programs.
 18. Include information about and a link to the Local Program on the Illinois Main Street website.
- Section 2: To remain a Designated Illinois Main Street program, the Local Program shall:
1. Implement a comprehensive approach to downtown revitalization following the Four Point Approach™ prescribed by the National Trust Main Street program, including the development of comprehensive annual Work Plans by the Local Program.
 2. Submit along with this agreement, a copy of the 2008 Work Plan and a copy of the associated annual Budget.
 3. Concentrate the Local Program activities within the designated Main Street district area as submitted in the Local Program's original application. Any changes to the designated Main Street district must first be submitted to and approved by the Illinois Main Street Advisory Council.
 4. Maintain an active Board of Directors with volunteers representing a wide range of community constituencies. The Board should oversee the continuing development of the Local Program and be focused on the downtown's revitalization. An updated list of board members and committee chairpersons, with name, preferred mailing address, e-mail address, and daytime telephone number must be submitted with this agreement. IMS should be notified of any changes to the Board roster within a reasonable time period.
 5. Maintain and continue a strong committee system based upon the Four Point Approach™. Standing committees should include but not be limited to the following: Organization, Promotion, Design and Economic Restructuring. Each committee shall have a chairperson and shall meet regularly.

6. Employ and maintain a full-time professional Main Street Executive Director who will be responsible for the day-to-day administration of the Local Program. Part-time directors are permitted in communities with a population of less than 5,000. Part-time directors must work for a minimum of 25 hours per week for the Local Program. Directors should be paid a salary consistent with comparable Local Main Street programs in the state and with other full-time community development professionals in the area. Should the Main Street director position become vacant for any reason, Local Program agrees to:
 - immediately notify the Illinois Main Street program coordinator
 - hire a qualified person for the position within four (4) months of the occurring vacancy.
 - send the new director to the first available IMS New Director Training
 - provide IMS a copy of the new director's contract and job description
 - send the new director to the first available state-sponsored Core Training
 IMS reserves the right to review Local Program's Main Street designation if the position is vacated for more than four (4) months.

7. Develop a job description and employment contract to describe the administrative activities for which the professional Main Street director is responsible and outline compensation and benefits.
8. Maintain a Main Street office with the necessary equipment for administration of the program. This must include, but is not limited to an operating telephone, computer, e-mail address and copying machine.

9. Comply with all requirements for establishing and maintaining a not-for-profit downtown management corporation in good standing with the State of Illinois and the Internal Revenue Service. A current copy of corporate by-laws must remain on file with the Illinois Main Street Office and a copy of the Local Program's most recent Annual Report to the Illinois Secretary of State must accompany this Agreement. Any alterations to the corporate by-laws or failure to remain in good standing with the State of Illinois or the U.S. Internal Revenue Service must be reported (in detail) to IMS promptly.

10. Demonstrate financial as well as philosophical support from the public and private sectors through an annual municipal contribution to the Local Program and an annual partnership/membership campaign. Other Non-Municipal public funds may be used in place of a Municipal Contribution with the express consent of Illinois Main Street.

11. Demonstrate a commitment to historic preservation by providing a copy of the community's Historic Preservation Ordinance; or show documentation that you are actively engaged in educating elected officials and the public concerning a Historic Preservation Ordinance's importance and making efforts for its' passage by December 31, 2008.

12. Fulfill attendance requirements for the Main Street Executive Director, Board Members and other volunteers at training sessions, as provided by IMS and in compliance with the National Trust Main Street program.

"Attendance" is deemed complete upon timely registration and full participation in each mandated training session, meeting or assigned activity. The Illinois Main Street Program Coordinator may excuse absences and/or grant requests for early dismissal if sufficient detail has been furnished to IMS in a timely fashion. All excused absences will be given at the discretion of the Coordinator. Un-excused absences will violate this Agreement.

The Local Program shall be responsible for the travel costs and other expenses associated with these sessions. It is suggested that you budget a minimum of \$2,500 annually for training purposes.

Complete attendance is required at the following:

- 19. Notify Illinois Main Street if any of the following events should occur:
 - Prior to contracting, use of National Trust Main Street Center staff or other outside consultant not hired by IMS to work with the local program.
 - Change in Executive Director status – resignation, hiring, or firing – notification within 48 hours of occurrence.
 - Change in Board Presidency – notification within 48 hours of occurrence.
- 18. Remain a network member of the National Trust Main Street Center.
- 17. Acknowledge the participation of IMS in the local program and other material developed or disseminated in order to promote the program; and acknowledge IMS participation in the Program in all materials disseminated in connection with regional and/or national recognition and/or events.
- 16. Keep town information on the IMS website current, including Contact List and Events Calendar.
- 15. Maintain data sufficient to monitor the progress of the Local Program's work and submit monthly reports using the format provided by IMS. Reports are due on the 15th of each month covering the previous calendar month. Failure to submit monthly reports or other requested information on or before the stated deadline will result in an interruption of services and jeopardize standings with IMS and the National Trust Main Street Center.
- 14. Manage the provision of IMS design assistance and services to property owners and merchants located within the designated downtown Main Street district.
- 13. Assist, as requested by IMS, in arrangements for technical assistance, training sessions, and public relations visits to the community by the Lieutenant Governor, IMS staff or representatives of the National Trust Main Street Center.
- 12. In addition, Local Programs are encouraged to send at least one representative to the *National Main Street Conference*, held annually by the National Trust Main Street Center; and to other IMS activities that may be scheduled.
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 - *Annual Conference & Lieutenant Governor's Awards for Excellence in Downtown Revitalization* – Held in the fall – Executive Director and a minimum of two Board Members or Volunteers (total of three people) are required to attend. Local Officials (Mayor, Village President, Council Members) are also urged to attend.
 - *Illinois Main Street Day at the State Capitol* - Held once/year in the spring during the Legislative Session. Each Local Program must send at least one person and a display depicting their Local Program's success.
 - *Officer's Retreat* – Held annually in Springfield – minimum of one officer from the Executive Committee must attend.
 - *Core Training* – Held in one or two locations annually.
 - Executive Directors who have not previously attended Core Training are required to attend the entire two-day session.
 - Core Training is highly recommended for all new Board Members.
 - Committee Chairmen must attend their segment (if they haven't previously).
 - *Director's Meetings* – Held three times/year – All Executive Directors are required to attend. If a Director cannot attend, a Board Member or other Volunteer must take their place.
 - *Board Training* – All new Board Members and Directors are required to attend at Core Training or via Videoconference.
 - Each Committee Chairman must attend the segment covering their point/committee at Core Training if they have not previously completed training for that specific point/committee. Each Committee member must attend the segment covering their point/committee at Core Training or via Videoconference.
 - Held in one or two locations annually.
 - *Core Training* – Held in one or two locations annually.
 - Executive Directors who have not previously attended Core Training are required to attend the entire two-day session.
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 - Executive Directors who have not previously attended Core Training are required to attend the entire two-day session.
 - Core Training is highly recommended for all new Board Members.
 - Committee Chairmen must attend their segment (if they haven't previously).

1. This Agreement is governed by the laws of the State of Illinois. The Local Program shall at all times comply with and observe all federal, state and local laws, which are in effect during the period of this Agreement and which, in any way, affect the work of the Local Program or its conduct.
2. Either party may terminate this Agreement without cause based upon thirty (30) days prior written notice to the other party.
3. IF IMS finds that the Local Program is not in compliance with the requirements of this program, IMS shall have the right to terminate this Agreement upon thirty (30) days prior written notice and withhold further services. Reasons for a finding of noncompliance may include, but are not limited to: 1) has failed to complete required activities in a timely manner, 2) has failed to comply with applicable laws and regulations, 3) finding the Local Program is using program funds for unauthorized activities, or 4) lacks the capacity to carry out the purpose of this program.
4. After IMS notifies the Local Program of the Non-Compliance and their intent to terminate this Agreement, the Local Program shall be granted (at IMS's discretion) adequate time to remedy the failures prior to complete severance under this Agreement.
5. Notwithstanding any other provisions of this Agreement, if funds anticipated for the continued fulfillment of the Agreement are at any time not forthcoming or insufficient, IMS shall have the right to terminate the Agreement without penalty, effective as of the date such funds were not forthcoming or were insufficient.
6. This Agreement constitutes the entire understanding and agreement between the parties and incorporates and supersedes any previous agreements or negotiations, whether oral or written.
7. This Agreement shall be binding upon the Local Program and its successors.
8. Nothing contained herein shall be construed to create an employer-employee relationship or an agency relationship between IMS and the Local Program.
9. IMS and the Local Program acknowledge and agree that, in no event, shall IMS be deemed an associate to a joint venture or a partner to the Local Program, or any beneficiary of the Local Program.
10. IMS shall not incur any Liability or responsibility to the Local Program other than those specifically set out in this Agreement, and that further, the Local Program shall hold IMS harmless from any and all claims made for acts and omissions of the Local Program, and its officers, employees, and agents in implementing this Agreement.
11. IMS reserves the right to cancel, postpone or relocate any event, workshop, visit or training session.

SECTION 3: The parties agree:

- Change in Mayor – notification upon being seated
- Any change in contact information for the Local Program, Executive Director, Board President or Mayor, including: e-mail, mailing address, telephone number, fax number, and website address – notification upon occurrence
- Contemplated change in program structure or district boundaries – notification at beginning of investigative process for input and approval by the Illinois Main Street Advisory Council.
- Change in Local Program Bylaws – send copy of updated Bylaws

12. From time to time, the Lieutenant Governor's office has funds available for special projects or grants. At the discretion of the Lieutenant Governor, these funds may be made available to Local Main Street Programs. In order to be eligible to receive these funds, Local Program must, at a minimum, be in compliance with this Agreement.

This signed agreement must be returned by January 31, 2008 to:

Illinois Main Street
Attn: Wendy Bell, Program Coordinator
Office of Lieutenant Governor Pat Quinn
414 Stratton
Springfield, IL 62706

If the agreement is not returned by that time, an e-mail will be sent followed by a telephone call to the Local Program office. If there is no response, a certified letter will be sent to the Local Program. If a reply or the agreement is not received within two weeks of the date of the certified letter, IMS will assume that the Local Program no longer wishes to participate as a Main Street™ program and all Agreements, present and previous, between IMS and the Local Program will be immediately terminated.

Agreement must be accompanied by copies of:

- Local Program's 2008 Work Plan as specified in Section 2, #2
- Local Program's 2008 Budget as specified in Section 2, #2
- Local Program's Board and Chairperson List as specified in Section 2, #4
- Copy of the Local Program's Annual Report to Illinois' Secretary of State as specified in Section 2, #9

This Letter of Agreement Executed by:

Name of Local Program: Kowbard Town Centre

Board President's Signature: _____
Date: _____

Name of Community: Kowbard

Mayor's Signature: _____
Date: _____

Illinois Main Street, Office of Lieutenant Governor Pat Quinn
Program Coordinator: _____
Date: _____