

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION

For Inclusion on Board Agenda

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

Waiver of First Requested

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: May 10, 2006 (B of T) Date: May 18, 2006

TITLE: Lombard Town Centre - 2006 Letter of Agreement

SUBMITTED BY: Department of Community Development *WTL*

BACKGROUND/POLICY IMPLICATIONS:

The Department of Community Development transmits for your consideration a request to approve a Letter of Agreement between Lombard Town Centre and the Village of Lombard 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 May 18, 2006 Board of Trustees agenda.

Fiscal Impact/Funding Source:

Review (as necessary):

Village Attorney X

Finance Director X

Village Manager X

Date

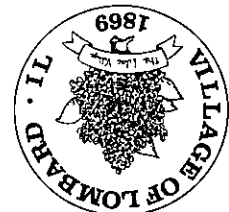
Date

Date

5/10/06

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, Director of Community Development *[Signature]*

DATE: May 18, 2006

SUBJECT: Lombard Town Centre – 2006 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 for 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.

1. Designate LOMBARD TOWN CENTER (Local Program) as an Illinois Main Street Program and the city or village of LOMBARD 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 to be held in various Illinois Main Street communities on topics to be decided, based upon the needs of the Illinois Main Street communities.

Section 1: Illinois Main Street agrees to:

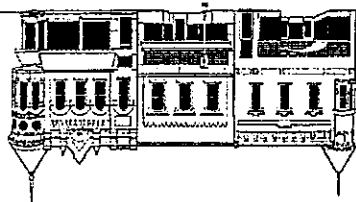
The term of this Agreement shall be for July 1, 2006 – December 31, 2007.

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.

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 LOMBARD TOWN CENTER, a local Main Street program, hereinafter referred to as the "local program":

LETTER OF AGREEMENT

ILLINOIS MAIN STREET
OFFICE OF LIEUTENANT GOVERNOR PAT QUINN



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 2006 Work Plan and the associated annual Budget if not previously submitted in April, 2006. An updated Work Plan will be required for 2007.
3. Concentrate the Local Program activities within the designated downtown Main Street district area as submitted in the Local Program's original application. Any changes to the designated

Section 2: To remain a Designated Illinois Main Street program, the Local Program shall:

1. 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.
2. Conduct a review of the Local Program.
3. Annually certify towns which qualify for national accreditation as Main Street™ communities.
4. Access to the IMS Resource Library of information on downtown-related topics.
5. Provide a monthly electronic newsletter with pertinent information on the Illinois Main Street program and other items that may be of assistance.
6. Collect and publish economic development statistics pertinent to the Main Street program.
7. Facilitate ongoing press coverage of the statewide Main Street program and all Local Programs.
8. Include information about and a link to the Local Program on the Illinois Main Street website.
9. Provide architectural design services from the IMS architectural staff. Services to include:
 - Telephone consultation with the Local Program's Director or Design Committee Chairman.
 - As staff time allows, design consultations for property owners within the Local Program's district (as designated in their application) and architectural design services such as facade drawings, technical reports, cost estimates, signage graphics, etc.
 - Design training to Board and Committee members as staff time allows.
 - The goal of IMS is to provide architectural design services within 90 working days of a site visit. Design services within any one year will be prioritized so that each town gets at least one design service.
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 towns which qualify for national accreditation as Main Street™ communities.
14. Access to the IMS Resource Library of information on downtown-related topics.
15. Provide a monthly 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.

downtown 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 if not previously submitted in April, 2006. An updated list will be required in 2007.

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 of less than 5,000 population. 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 Basic 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. 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.

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.

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, 2006.
12. Fulfill attendance requirements for the Main Street Executive Director, Board Members and other volunteers at local, state, and national training sessions, as published by IMS. The Local Program shall be responsible for the travel costs and other expenses associated with these sessions.
- Attendance Requirements are as follows:
- *New Director Training* - For all newly hired Executive Directors. Training held quarterly in Springfield – must attend first available.
 - *Board Training* – All new Board Members and Directors are required to attend. Held regionally.
 - *Basic Training* – Each Committee Chairman must attend the segment covering their point/committee if they have not previously completed training for that specific point/committee. Executive Directors who have not previously attended Basic Training are required to attend the entire two-day session. Basic Training is also highly recommended for all new Board Members. Held in one or two locations annually.
 - *Director's Meetings* – Held twice/year – All Executive Directors are required to attend. If a Director cannot attend, a Board Member or other Volunteer must take their place.
 - *Annual Conference & Lieutenant Governor's Awards for Excellence in Downtown Revitalization* – Held in the fall of the year – 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.
- 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 (President's Retreat, Main Street Showcase in Chicago, etc.).
13. Assist, as requested by IMS, in arrangements for technical assistance, training sessions, and public relations visits to the community by either the Lieutenant Governor, IMS staff or representatives of 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.
15. Maintain data sufficient to monitor the progress of the Local Program's work, submit monthly reports using the format provided by IMS, keep the online Contact List current, and provide other information as requested by IMS on or before the stated deadline. Failure to submit monthly reports or other requested information will jeopardize standings with IMS and the National Trust Main Street Center.
16. 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 developed or disseminated in connection with regional and/or national recognition and/or events.
17. Remain a network member of the National Trust Main Street Center.
18. Notify Illinois Main Street if any of the following events should occur:

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. 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, has failed to complete required activities in a timely manner, has failed to comply with applicable laws and regulations, finding the Local Program is using program funds for unauthorized activities, or lacks the capacity to carry out the purpose of this program.
3. 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.
4. This Agreement constitutes the entire understanding and agreement between the parties and incorporates and supersedes any previous agreements or negotiations, whether oral or written.
5. This Agreement shall be binding upon the Local Program and its successors.
6. Nothing contained herein shall be construed to create an employer-employee relationship or an agency relationship between IMS and the Local Program.
7. IMS and the Local Program acknowledge and agree that, in no event, shall IMS be deemed a partner or joint venturer with the Local Program, or any beneficiary of the Local Program.
8. 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.

SECTION 3: The parties agree:

- Use of National Trust Street Center staff or other outside consultant not hired by IMS to work with the local program – prior to contracting
- 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
- 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

- 9. IMS reserves the right to cancel or postpone any event, workshop, visit or training session.
- 10. 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 June 15, 2005 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 2006 Work Plan as specified in Section 2, #2
- Local Program's 2006 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: LONGARD TOWN CENTRE
 Board President's Signature: [Signature]
 Date: 5/9/06
 Name of Community: VILLAGE OF LONGARD
 Mayor's Signature: _____
 Date: _____

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

R E S O L U T I O N
133-05
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**A RESOLUTION RECOGNIZING
LOMBARD TOWNE CENTRE AS THE OFFICIAL
ILLINOIS MAIN STREET PROGRAM ORGANIZATION SERVING THE
VILLAGE OF LOMBARD**

WHEREAS, a Lombard Towne Centre was established to serve as the as the Main Street organization for the Village of Lombard with its purpose being to stimulate economic development and preservation within downtown Lombard, thereby lessening the economic development burden on municipal government; and

WHEREAS, the President and Board of Trustees of the Village passed Resolution No. R 38-05, on August 19, 2004, endorsing the concept of a local Main Street organization and the submittal of an application to the State of Illinois to become an Illinois Main Street Community; and

WHEREAS, said application was submitted to the Illinois Main Street Program; and

WHEREAS, Lombard received membership status as a Illinois Main Street Community in October 2004, and

WHEREAS, Board of Trustees of the Village has made a commitment to provide financial support for as least one-third (1/3rd) of the Lombard Towne Centre's budget for the first three (3) years of the organization's existence, in an amount not to exceed \$75,000 dollars per year;

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 President and the Board of Trustees of the Village of Lombard does hereby recognize Lombard Towne Centre, an Illinois not-for-profit corporation, as the official Illinois Main Street Program organization for the Village of Lombard.

SECTION 2: That the President and Board of Trustees does hereby authorize the Finance Department to disperse the funds appropriated for the initial year of Lombard's involvement in the Illinois Main Street Program to the Lombard Towne Centre, subject to Lombard Towne Centre complying with the following:

A. Lombard Towne Centre shall, on no less than a quarterly basis, update the Economic and Community Development Committee on the organization's activities.

B. Lombard Towne Centre shall annually provide a copy of federal tax return and annual audit to the Economic and Community Development Committee and the Lombard Finance Department.

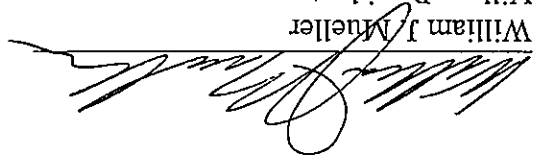
C. Lombard Towne Centre shall make an annual report to the President and Board of Trustees, in May of each year, setting forth the activities of the organization during the prior year and explaining how said activities have been of benefit to the economic viability of the Village.

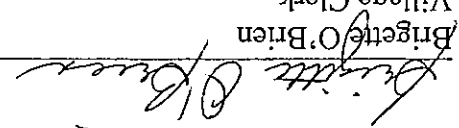
Adopted this 19th day of May, 2005, pursuant to a roll call vote as follows:

Ayes: Trustees Gron, Tross, O'Brien, Sebby, Florey and Soderstrom
Nays: None

Absent: None

Approved by me this 19th day of May, 2005.


William J. Mueller
Village President

ATTEST:

Brigitte O'Brien
Village Clerk