

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

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

TO: VILLAGE PRESIDENT AND BOARD OF TRUSTEES
FROM: Scott Niehaus, Village Manager
DATE: April 21, 2021 (B of T) **DATE:** May 6, 2021
TITLE: Memorandum of Understanding – Carriage House Addition Project
SUBMITTED BY: Carl S. Goldsmith, Director of Public Works *g*

BACKGROUND/POLICY IMPLICATIONS:

The Village and Lombard Historical Society have developed a Memorandum of Understanding (MOU) relative to the funding of the architectural services for the Carriage House Addition Project.

FISCAL IMPACT/FUNDING SOURCE:

Cost: \$37,000.00 240.10640 (HM Misc. Receivables)
Project #: PW 21-10 (HM.LHS.RI.Grant)

Review (as necessary):
Village Attorney _____ Date _____
Finance Director _____ Date _____
Village Manager _____ Date _____

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.



April 26, 2021

TO: Village President and Board of Trustees

THROUGH: Scott Niehaus, Village Manager

FROM: Carl Goldsmith, Director of Public Works *g*

SUBJECT: Memorandum of Understanding (MOU) – Carriage House Addition Project

Background

The Lombard Historical Society (LHS) applied for funding for the Carriage House Addition Project to the Illinois Department of Natural Resources for a Public Museum Grant. The grant provides 100% of funding for the project; including all architectural and engineering fees related to the project. LHS was notified that they were awarded \$750,000 for the project through the Rebuild Illinois Capital Program.

In order to proceed with the project, staff and the LHS have determined that the most effective course of action of to develop architectural and engineering plans, which will allow the LHS to make application to the Village for any variances or deviations necessary for the construction of the project. The plans will allow the Village and LHS to understand whether the addition can be constructed on the site. Once that determination is made, the Village and LHS will proceed to the construction phase of the project.

The project will be funded through a Public Museum Grant through the Illinois Department of Natural Resources, the grant will cover the costs of the architectural contract; however, reimbursements for the project are provided on a reimbursement basis after satisfactory completing the project at the 50% & 100% project completion levels. A condition of the grant is that the applicant (LHS) must possess the ability to finance the cost of the approved project prior to receipt of grant reimbursement. As the LHS currently does not possess sufficient funds for the architectural services contract, the Village and LHS have prepared an MOU to address the funding of the architectural services. The MOU provides for the following:

- If it is determined that the Project is not feasible due to constructability or site conditions, that the Society will reimburse the Village for fifty percent (50%) of the cost for the preparation of the Plans within sixty (60) days of the determination.
- If it is determined that the Project is feasible, that the Village will be reimbursed for one hundred percent (100%) of the cost for the plans, through the Grant.

Recommendation

Staff recommends that the Village Board of Trustees adopt A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE LOMBARD HISTORICAL SOCIETY RELATIVE TO AN ADDITION TO THE CARRIAGE HOUSE LOCATED AT 23 WEST MAPLE STREET

RESOLUTION

R ____-21

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE LOMBARD HISTORICAL SOCIETY RELATIVE TO AN ADDITION TO THE CARRIAGE HOUSE LOCATED AT 23 WEST MAPLE STREET

WHEREAS, the President and Board of Trustees (the “Corporate Authorities”) of the Village of Lombard (the “Village”) have received a Memorandum of Understanding between the Village o and the Lombard Historical Society regarding the construction of an addition to the Carriage House located at 23 W. Maple Street, Lombard, Illinois; a copy of which is attached hereto and marked as Exhibit "A", and made part hereof (the “MOU”); and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village to approve the MOU;

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 MOU as attached hereto as Exhibit “A”, is hereby approved.

SECTION 2: That the Village President and Village Clerk are hereby authorized to sign the MOU on behalf of the Village, and to take any and all actions necessary to carry out the terms of the MOU.

Adopted this _____ day of May, 2021, pursuant to a roll call vote as follows:

Ayes: _____

Nays: _____

Absent: _____

Approved by me this _____ day of May, 2021.

Keith Giagnorio
Village President

ATTEST:

Elizabeth Brezinski
Village Clerk

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is entered into this ____ day of May, 2021, by and between the VILLAGE OF LOMBARD, an Illinois non-home rule municipal corporation (the "Village") and THE LOMBARD HISTORICAL SOCIETY, INC., an Illinois registered not-for-profit corporation (the "Society").

WITNESSETH

WHEREAS, the Village is the record owner of certain real property, commonly known as the Victorian Cottage Museum and Carriage House, located at 23 W. Maple Street; said property being legally described as follows:

LOT 1 IN THE RESUBDIVISION OF LOT 6 IN BLOCK 27 OF THE ORIGINAL TOWN OF LOMBARD, A SUBDIVISION OF PART OF THE NORTHEAST ¼ OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS;

P.I.N.: 06-07-217-005;

(hereinafter referred to as the "Premises"); and

WHEREAS, on May 3, 2018, the Village and Society entered into a Further Amended and Restated Historical Museum Use Agreement for the operation and maintenance of the Premises and the Victorian Cottage Museum and Carriage House located thereon; and

WHEREAS, in order to more effectively meet the Society's mission of honoring the history of the Village, the Society has developed concept plans for an approximately one thousand eight hundred (1,800) square foot addition to the Carriage House (the "Project"); and

WHEREAS, the Society applied for, and has been approved to receive grant funds for the Project through the Illinois Department of Natural Resources (IDNR) Public Museum Grant Program (the "Grant"); and

WHEREAS, the Grant will provide Seven Hundred and Fifty Thousand and no/100 Dollars (\$750,000.00) for the Project, which will reimburse the Society for costs related to the Project, in two (2) installments; and

WHEREAS, a condition of the Grant is that the Society must have sufficient funding prior to contracts being awarded for the construction of the Project; and

WHEREAS, the Society does not currently maintain the fiscal resources to proceed with the Project in accordance with the Grant; and

WHEREAS, the Village and Society are in the process of identifying sources of funding that can be used for the construction of the Project, which will be reimbursed through Grant funds; and

WHEREAS, the Village and Society have determined that a phased approach in regard to the Project is in the best interest of the Village and Society, and will allow for the most cost effective and efficient approach to the Project; and

WHEREAS, the Village and Society desire to perform engineering and architectural studies to determine the Project costs and to determine whether variations or deviations will be required to be granted by the Village for the construction of the Project; and

WHEREAS, the Village and the Society desire to work cooperatively relative to her Project;

NOW, THEREFORE, in consideration of the foregoing, the mutual undertakings hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Village and Society, the Village and the Society agree as follows:

1. The foregoing recitals are made a part hereof and incorporated herein.
2. The Village will cause to be prepared, by qualified architects and engineers engaged by the Village, the preliminary engineering and architectural plans (the "Plans") necessary to determine the scope and cost of the Project, with the costs associated with the preparation of said Plans not to exceed, Thirty-Seven Thousand and 00/100 Dollars (\$37,000.00).
3. The Village will present the Plans to the Society for review upon receipt thereof.
4. The Village and Society agree that if the Plans determine that the Project is not feasible due to constructability or site conditions, that the Society will reimburse the Village for fifty percent (50%) of the cost for the preparation of the Plans, with said reimbursement to be made within sixty (60) days of the determination that the Project is not feasible.
5. The Village and Society agree that if the Plans determine that the Project is feasible, that the Village will be reimbursed for one hundred percent (100%) of the cost for the Plans, through the Grant.
6. If the Project proceeds to construction, the Village and Society agree to work cooperatively to identify funding sources for the construction phase of the Project, with said funding sources being reimbursed through Grant disbursements.
7. This Agreement shall be effective as of the last date that is signed, as set forth below, which date shall be inserted in the opening paragraph hereof.

IN WITNESS WHEREOF, the Village, pursuant to authority granted by the adoption of a Resolution by its President and Board of Trustees, has caused this Agreement to be executed by its President and attested by its Clerk; and the Society, pursuant to authority granted by the adoption of a Motion by its Board of Management, has caused this Agreement to be signed by its President and attested by its Secretary.

VILLAGE OF LOMBARD

THE LOMBARD HISTORICAL SOCIETY, INC.

By: _____
Keith Giagnorio, Village President

By: _____
George Seagraves, President

ATTEST:

ATTEST:

Elizabeth Brezinski, Village Clerk

Bridgette O'Brien, Secretary

Dated: _____

Dated: _____