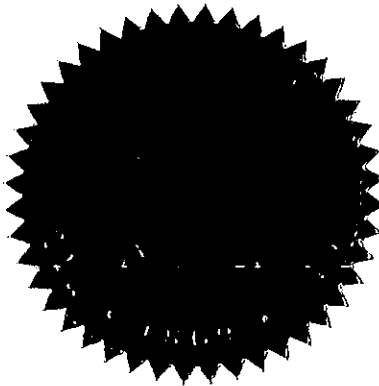


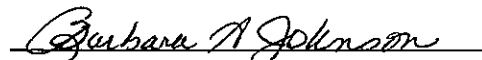
ORDINANCE 5314

PAMPHLET

ORDINANCE ADOPTING THE REVISED DUPAGE THEATRE
AND SHOPPES REDEVELOPMENT AGREEMENT



PUBLISHED IN PAMPHLET FORM THIS 3rd DAY OF September, 2003
BY ORDER OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF LOMBARD,
DUPAGE COUNTY, ILLINOIS.


Barbara A. Johnson
Deputy Village Clerk

ORDINANCE NO. 5314

**AN ORDINANCE AUTHORIZING A REDEVELOPMENT AGREEMENT
FOR THE DUPAGE THEATRE AND SHOPPES DEVELOPMENT
COMPRISING A PART OF THE DOWNTOWN T.I.F. DISTRICT OF THE
VILLAGE OF LOMBARD, DUPAGE COUNTY, ILLINOIS AND
AUTHORIZING THE LEASING OF SAID PROPERTY IN RELATION THERETO**

BE IT ORDAINED, by the President and Board of Trustees of the Village of Lombard,
DuPage County, Illinois, as follows:

SECTION 1: The president and Board of Trustees of the Village find as follows:

- A. The Village of Lombard (hereinafter referred to as the "VILLAGE") is a non-home rule municipality pursuant to Section 7 of Article VII of the Constitution of the State of Illinois.
- B. The State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as from time to time amended (hereinafter referred to as the "TIF ACT").
- C. Pursuant to its powers and in accordance with the TIF ACT, on February 2, 1989, the corporate authorities of the VILLAGE adopted Ordinance Numbers 3121, 3122 and 3123, in accordance with the TIF ACT, approving a tax increment redevelopment plan and project, designating a tax increment redevelopment project area and adopting tax increment financing relative to the VILLAGE'S downtown area tax increment financing district (hereinafter referred to as the "DOWNTOWN TIF DISTRICT") for redevelopment and revitalization of a portion of the corporate limits of the VILLAGE, which property is legally described on EXHIBIT A attached hereto and made part hereof (hereinafter referred to as the "REDEVELOPMENT PROJECT AREA").
- D. Pursuant to and in accordance with the Act, on June 6, 2002, the corporate authorities of the Village adopted Ordinance No. 5145, entitled "An Ordinance Amending Ordinance No. 3121, Adopted February 2, 1989, and the Redevelopment Plan and Project Attached Thereto as Exhibit "B", in Regard to the Termination Date for the Village of Lombard's Downtown Tax Increment Financing District," for the Village's DOWN TIF DISTRICT, by which the termination date for the DOWNTOWN TIF DISTRICT was extended to December 31, 2011, subject to the receipt of 2011 incremental real estate tax revenues during 2012.

- E. The DuPage Theatre Foundation (hereinafter referred to as the "NFP CORP") desires to redevelop a portion of the REDEVELOPMENT PROJECT AREA, said portion thereof being legally described on EXHIBIT B attached hereto and made part hereof, (hereinafter referred to as the "SUBJECT PROPERTY") on which the NFP CORP intends to restore and rehabilitate the DuPage Theatre and Shoppes and thereafter operate same as a performing arts center with shops (hereinafter referred to as the "PROJECT").
- F. That attached hereto as EXHIBIT C and made part hereof is a Redevelopment Agreement, between the NFP CORP and the VILLAGE, which sets forth the terms and conditions pursuant to which the VILLAGE will lease the SUBJECT PROPERTY to the NFP CORP, as well as the terms and conditions pursuant to which the NFP CORP will proceed with the PROJECT (hereinafter referred to as the "REDEVELOPMENT AGREEMENT").
- G. In accordance with the TIF ACT it is in the best interest of the VILLAGE to approve the REDEVELOPMENT AGREEMENT, and to lease the SUBJECT PROPERTY to the NFP CORP pursuant thereto, so that redevelopment within the DOWNTOWN TIF DISTRICT can continue, said redevelopment pursuant to the TIF ACT being the VILLAGE'S public purpose for leasing the SUBJECT PROPERTY.

SECTION 2: Based upon the foregoing, and pursuant to the TIF ACT, the REDEVELOPMENT AGREEMENT attached hereto as EXHIBIT C is hereby approved, and the President and Clerk of the VILLAGE be and they are hereby authorized and directed to lease the SUBJECT PROPERTY, pursuant to the terms and conditions set forth in said REDEVELOPMENT AGREEMENT, on behalf of the VILLAGE, and they are further authorized and directed to execute and deliver such other instruments, including said REDEVELOPMENT AGREEMENT attached hereto as EXHIBIT C, as may be necessary or convenient to consummate said lease.

SECTION 3: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

Passed on first reading this _____ day of _____, 2003.

First reading waived by action of the Board of Trustees this 25th day of June, 2003.


Passed on second reading this 25th day of June, 2003.

AYES: Trustees DeStephano, Tross, Koenig, Florey and Soderstrom and President Mueller

NAYS: Trustee Sebbby

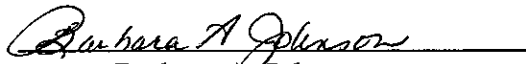
ABSENT: None

APPROVED by me this 25th day of June, 2003.



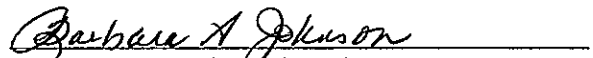
William J. Mueller
Village President

ATTEST:



Barbara A. Johnson
Deputy Village Clerk

Published by me in pamphlet form this 3rd day of September, 2003.



Barbara A. Johnson
Deputy Village Clerk

EXHIBIT A

LEGAL DESCRIPTION
REDEVELOPMENT PROJECT AREA

Lots 1 and 2 of the Resubdivision of Lot 6 of Block 27 of the Original Town of Lombard, Lots 1, 2, 3, and 4 of the Original Town of Lombard, Lots 1, 2, 3, the North 25 ft. of Lot 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21 in Caverno's Subdivision, Lot 1 in Lombard Bible Church Consolidation Plat, Lots 1, 2, 3, 4, and 5 in Owner's Subdivision in Block 18 of the Original Town of Lombard, Lots 1, 2, 3, 4, 5, 6, and 7 in Block 11 of the Original Town of Lombard, Lots 8, 9, 10, 11, and 12 in J. B. Hull's Subdivision of part of Block 11 and part of outlot 4 of the Original Town of Lombard, Lots 7, 8, 9, 12, 13, 14, 15, 16, 17 and 18 of Grove Park Subdivision, Lots 2, 3, 4, 5, 6, 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28 in Grove Park Subdivision, Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18 in Grove Park Subdivision First Addition, Lots 11 and 12 in W. H. Maple's Subdivision, Lots 3, 4, 5, 6, 7, 8, 9, 10, and 11 in Block 10 of the Original Town of Lombard, Lots 1, 2, and 3, in the Subdivision of Outlot 10 in the Original Town of Lombard, Lot 1 of the Belfast Consolidation Plat, Lots 1, 2, 4, and 5 of Block 19 in the Original Town of Lombard, Lots 1, 2, 3, 4, 5, 6, 7, 8, of J. B. Hull's Subdivision of Lot 3 of Block 19 of the Original Town of Lombard, Lot 43 excepting the North 20 feet thereof in Orchard Subdivision, Lots 1 and 2 of Timke's Resubdivision, all of Park Manor Condominium, including all Chicago & Northwestern Railroad right-of-way and all public rights-of-way adjacent to the above-described property all being in the Northeast Quarter of Section 7, Township 39 North, Range 11, East of the Third Principal Meridian in DuPage County, Illinois.

Of that part of Block 22 of the Original Town of Lombard described by beginning at a point on the East line of Main Street, 499.0 feet North of the Southwest corner of said Block 22 and running thence Easterly to a point on the center line of said Block 22 that is 386.6 feet to the Southerly line of said Parkside Avenue; thence Southwesterly along the Southerly line of said Parkside Avenue to the East line of Main Street; thence South on the East line of Main Street, 291.85 feet to the place of beginning, Lots 1, 2, and 3 in James' Subdivision of Part of Block 22 of the Original Town of Lombard, Lots 28, 29, 30, and 31 of Part of Block 22 in N. Matson & Others Resubdivision, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 in Block 17 of the Original Town of Lombard, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 in Block 16 of the Original Town of Lombard, Lots 1, 2, the East 1/2 of Lot 3, Lots 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18 in Block 12 of the Original Town of Lombard, Lots 1, 2, 3, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15 in Block 18 of H. O. Stone & Company's Addition to Lombard, Lombard Tower Condominiums, Charlotte-Garfield Condominiums, including all Chicago & Northwestern Railroad right-of-way and all public rights-of-way adjacent to the above-described property all being in the Northwest Quarter of Section 8, Township 39 North, Range 11, East of the Third Principal Meridian all in DuPage County, Illinois.

EXHIBIT B

LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOT 1 (EXCEPT THE SOUTH 100 FEET THEREOF) IN BIG IDEA PRODUCTIONS RESUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED ON APRIL 20, 1999 AS DOCUMENT NUMBER R99-90133 IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS;

P.I.N. Pt. 06-08-111-033;

COMMON ADDRESS: PART OF 101-109 SOUTH MAIN STREET, LOMBARD, ILLINOIS.

**REDEVELOPMENT AGREEMENT FOR THE DUPAGE THEATRE AND SHOPPES
DEVELOPMENT COMPRISING A PART OF THE DOWNTOWN T.I.F.
DISTRICT OF THE VILLAGE OF LOMBARD, DUPAGE COUNTY, ILLINOIS**

THIS AGREEMENT is between the Village of Lombard, DuPage County, Illinois, a municipal corporation (hereinafter referred to as the "Village") and the DuPage Theatre Foundation, an Illinois not-for-profit corporation (hereinafter referred to as the "NFP Corp"), and is dated this 25th day of June, 2003.

WITNESSETH:

IN CONSIDERATION of the Preliminary Statements, the mutual covenants herein contained, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree as follows:

I. PRELIMINARY STATEMENTS

Among the matters of mutual inducement which have resulted in this Agreement are the following:

- A. The State of Illinois has adopted tax increment financing pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as from time to time amended (hereinafter referred to as the "Act").
- B. Pursuant to and in accordance with the requirements of the Act, on February 2, 1989, the corporate authorities of the Village adopted Ordinance No. 3121, entitled "An Ordinance Approving the Tax Increment Redevelopment Plan and Project", relative to the Village's Downtown T.I.F. District, which sets forth a plan (hereinafter referred to as the "TIF Plan") for the redevelopment and revitalization of the property legally described on EXHIBIT 1 attached hereto and made part hereof, being located within the corporate boundaries of the Village (hereinafter referred to as the "Redevelopment Project Area").
- C. Pursuant to and in accordance with the Act, on February 2, 1989, the corporate authorities of the Village adopted Ordinance No. 3122, entitled "An Ordinance Designating the Tax Increment Redevelopment Project Area," relative to the Village's Downtown T.I.F. District, by which the property legally described on EXHIBIT 1 was designated as the Redevelopment Project Area.
- D. Pursuant to and in accordance with the Act, on February 2, 1989, the corporate authorities of the Village adopted Ordinance No. 3123, entitled "An Ordinance Adopting Tax Increment Financing", relative to the Village's Downtown T.I.F. District, by which tax increment financing was adopted pursuant to the Act for the TIF Plan for the Redevelopment Project Area.
- E. Pursuant to and in accordance with the Act, on June 6, 2002, the corporate authorities of the Village adopted Ordinance No. 5145, entitled "An Ordinance Amending Ordinance No. 3121, Adopted February 2, 1989, and the Redevelopment Plan and Project Attached Thereto as Exhibit "B", in Regard to the Termination Date for the Village of Lombard's Downtown Tax Increment Financing District", relative to the Village's Downtown T.I.F. District, pursuant to which the life of the Village's Downtown T.I.F. District was extended through December 31, 2011, subject to the receipt of 2011 incremental real estate taxes during 2012.

- F. The Village is currently the owner of record of certain property located within the Redevelopment Project Area, said property being legally described in EXHIBIT 2 attached hereto and made part hereof (hereinafter referred to as the "Village Parcel").
- G. For redevelopment purposes, the Village has chosen to divide the Village Parcel into two (2) parcels, the Southerly parcel being legally described in EXHIBIT 3 attached hereto and made part hereof (hereinafter referred to as the "South Parcel") and the Northerly parcel being legally described in EXHIBIT 4 attached hereto and made part hereof (hereinafter referred to as the "North Parcel").
- H. The Village is desirous of having the historic building, which is located on the North Parcel (hereinafter referred to as the "DuPage Theatre and Shoppes"), restored and rehabilitated so that the DuPage Theatre can be used for performing arts purposes and the DuPage Theatre Shoppes can be used for commercial purposes, with the restoration and rehabilitation thereof to be in accordance with EXHIBIT 5 attached hereto and made part hereof (hereinafter referred to as the "Project"), and the operation thereof after the Project is complete to be solely as a rental facility (unless otherwise approved by the Village).
- I. The NFP Corp is desirous of restoring, rehabilitating and thereafter operating a historic Theatre and, to that end, has been organized for the purpose of restoring, rehabilitating and thereafter operating a performing arts center with shops, and, in particular, restoring, rehabilitating and thereafter operating the DuPage Theatre and Shoppes located on the North Parcel.
- J. The NFP Corp is desirous of restoring and rehabilitating the DuPage Theatre and Shoppes as a performing arts center and shops in accordance with EXHIBIT 5, and thereafter operating the DuPage Theatre and Shoppes solely as a rental facility (unless otherwise approved by the Village).
- K. Subject to certain terms and conditions, as more fully set forth below, the Village desires to have the NFP Corp restore and rehabilitate the DuPage Theatre and Shoppes in accordance with EXHIBIT 5, and thereafter operate the DuPage Theatre and Shoppes solely as a rental facility (unless otherwise approved by the Village), and to that end is willing to provide certain financial assistance to the NFP Corp in relation thereto.
- L. Pursuant to 65 ILCS 5/11-76-1, the Village has the authority to lease real estate owned by it for a term not exceeding ninety-nine (99) years.
- M. The Village is desirous of having the Redevelopment Project Area rehabilitated, developed and redeveloped in accordance with the TIF Plan, and particularly the Project as a part thereof, in order to serve the needs of the Village, arrest physical decay and decline in the Redevelopment Project Area, increase employment opportunities, stimulate commercial growth and stabilize the tax base of the Village and, in furtherance thereof, the Village is willing to undertake certain incentives, under the terms and conditions hereinafter set forth, to assist such development.

II. UNDERTAKINGS ON THE PART OF THE NFP CORP

In relation to the Project and the operation of the DuPage Theatre and Shoppes after the completion of the Project, the NFP Corp shall undertake the following:

- A. The NFP Corp shall undertake fund raising efforts, based on its not-for-profit status, in an effort to raise funds for use in financing the Project and supplementing operating costs relative to the Business Plan (as defined below). The NFP Corp shall comply with the provisions of the financial management, purchasing and accounting requirements set forth in EXHIBIT 6 attached hereto and made part hereof, provided that the purchasing requirements shall be applicable only in relation to funds received from or through the Village, either directly or indirectly.
- B. In proceeding with the Project, the NFP Corp shall be responsible for the hiring of all contractors used relative to the Project. Said contractor hiring process shall be in compliance with all requirements applicable to the Village, in the same manner as if the Village were proceeding with the hiring of said contractors, including, but not limited to, the use of the purchasing procedures set forth in EXHIBIT 6 and the Village's standard specifications and contract documents attached hereto as EXHIBIT 7 and made a part hereof, and shall be in compliance with all requirements applicable to said contractor hirings as a result of the use of any grant funds received by the Village and used to finance the Project. Notwithstanding the foregoing, in the event that the conditions applicable to any grant funds used relative to the Project require that the contract be between the Village and the contractor, the Village agrees to directly enter into said contract with the contractor and then assign its rights therein to the NFP Corp.
- C. In proceeding with the Project, the NFP Corp shall proceed in accordance with the construction phasing plan as set forth in EXHIBIT 5, with the various phases of construction to be completed by the dates set forth below:

<u>Phase</u>	<u>Completion Date</u>
I	December 31, 2005
II	December 31, 2005
III	December 31, 2007
IV	December 31, 2007

The NFP Corp shall enter into contracts for construction of Phases I and II no later than December 1, 2004.

- D. In regard to the Project, the NFP Corp shall submit requests for payment to the Village in the form of a contractor bill, accompanied by an appropriate waiver of lien, to be paid directly by the Village, subject to the funding cap set forth in Section III below.
- E. Upon completion of the retail shops portion of the Project (Phase I), the NFP Corp shall be allowed to enter into sublease agreements relative to said retail shops, with the NFP Corp retaining any rent paid in relation to said subleases, provided:
 1. The sublease terms do not extend beyond the term of this Agreement (except as otherwise approved by the Village);
 2. The rent is used in furtherance of the Project or to assist in the Business Plan (as defined below); and
 3. The NFP Corp accounts to the Village relative to said rent in accordance with EXHIBIT 6.

- F. Upon completion of the Theatre portion of the Project (Phase IV), the NFP Corp shall operate the Theatre solely as a rental facility (unless otherwise approved by the Village), in accordance with a business plan to be prepared by the NFP Corp; with said business plan to be substantially in compliance with the business plan document attached hereto as EXHIBIT 8 and made part hereof (hereinafter referred to as the "Sample Plan"), to be filed with the Village no less than twelve (12) months prior to the completion of the Theatre portion of the Project (Phase IV), and to be subject to the approval of the Village. Said business plan shall be updated by the NFP Corp no less than annually, subject to remaining substantially in compliance with EXHIBIT 8, with a copy of any update thereof being filed with the Village within thirty (30) days of its availability. (Said business plan, as updated from time to time, being hereinafter referred to as the "Business Plan.")
- G. In proceeding with the operation of the Theatre in accordance with the Business Plan, the NFP Corp shall be responsible for the hiring of all contractors used in furtherance of the Business Plan. Said contractor hiring process shall be in compliance with all requirements applicable to the Village, in the same manner as if the Village were proceeding with the hiring of said contractors, including, but not limited to, the use of the purchasing procedures set forth in EXHIBIT 6 and the Village's standard specifications and contract documents attached hereto as EXHIBIT 7, to the extent applicable to the particular contract, and shall be in compliance with all requirements applicable to said contractor hirings as a result of the use of any grant funds received by the Village and used to finance the Project or the Business Plan. Notwithstanding the foregoing, in the event that the conditions applicable to any grant funds used relative to the Project or the Business Plan require that the contract be between the Village and the contractor, the Village agrees to directly enter into said contract with the contractor.
- H. In relation to the operation of the Theatre in accordance with the Business Plan, the NFP Corp shall be permitted to retain any revenues generated thereby, provided:
1. The revenues received are used in furtherance of the Business Plan; and
 2. The NFP Corp accounts to the Village relative to said revenues in accordance with EXHIBIT 6.
- I. The NFP Corp shall obtain insurance relative to the DuPage Theatre and Shoppes and the North Parcel in the amounts and under the terms and conditions set forth on EXHIBIT 9 attached hereto and made part hereof.
- J. The NFP Corp 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, from the NFP Corp's undertaking of the Project and/or the Business Plan, or out of the acts or omissions of the NFP Corp, or its officers, agents or employees, in the performance of this Agreement. The NFP Corp agrees to require its contractor(s) relative to the Project and the Business Plan to include the Village, and its officers, agents or employees, as additional insured on the insurance policies required of the contractor(s) relative to the Project and/or the Business Plan.
- K. The NFP Corp shall pay rent to the Village on an annual basis during the term of this Agreement in the amount of Ten and No/100 Dollars (\$10.00).

III. UNDERTAKINGS ON THE PART OF THE VILLAGE

A. In relation to the Project, the Village shall undertake the following:

1. To provide the following funds, for the NFP Corp's use in regard to the Project, subject to the provisions of Section II.D. above and EXHIBIT 6:
 - a. Any Federal, State or Local grants received by the Village and specifically earmarked for the Project;
 - b. Any donations received by the Village specifically earmarked for the Project;
 - c. Any T.I.F. incremental revenues generated by the North Parcel.
2. The Village shall either waive, through the Village's variation process, the requirement that the NFP Corp provide stormwater detention on site in relation to the Project, or provide the required stormwater detention off-site at the Village's expense.

B. In relation to the operation of the Theatre in accordance with the Business Plan, the Village shall undertake to provide the following funds, for the NFP Corp's use in regard to the Business Plan, subject to the provisions of Section II.E. above and EXHIBIT 6:

1. Any Federal, State or Local grants received by the Village and specifically earmarked for the operation of the Theatre in accordance with the Business Plan;
2. Any donations received by the Village and specifically earmarked for the operation of the Theatre in accordance with the Business Plan;
3. Any T.I.F. incremental revenues generated by the North Parcel.

C. The Village understands that the NFP Corp will devote its time and resources to obtain federal and/or state historic renovation/rehabilitation tax credits related to the Project. The NFP Corp intends to secure funding by syndicating such tax credits. The Village agrees to cooperate with the NFP Corp relative to the NFP Corp's activities in regard to obtaining the historic renovation/rehabilitation tax credits and funds in relation thereto from syndication.

D. In relation to the NFP Corp's use of the DuPage Theatre and Shoppes provided for herein, the Village agrees as follows:

1. This Agreement shall constitute a lease of the DuPage Theatre and Shoppes to the NFP Corp by the Village subject to the provisions contained herein;
2. The Village shall deliver the premises to the NFP Corp for the full term of this lease upon full execution of this Agreement;
3. Upon NFP Corp's payment of rent and performing its other obligations under this Agreement, the Village shall permit the NFP Corp to peacefully hold and enjoy the DuPage Theatre and Shoppes, subject to the provisions of this Agreement;

4. The Village shall allow the NFP Corp and its tenants, guests, invitees, and employees to have use of the parking lot currently located on the South Parcel in relation to the conduct of the NFP Corp's activities as described in this Agreement, but only to the extent that said use does not conflict with any current use or future use of the South Parcel by the Village, with the Village, in its sole discretion, to make the determination as to whether a conflict exists; and
5. The Village shall indemnify, defend and hold harmless the NFP Corp, its board members, employees and agents ("Indemnitees") from and against any and all claims, damages and expenses, including attorneys fees incurred by the Indemnitees, due to the Village's negligent acts or omissions.

IV. ADDITIONAL COVENANTS, UNDERTAKINGS AND AGREEMENTS OF THE PARTIES

- A. This Agreement incorporates all agreements and understandings of the parties hereto, as of the date of its execution, concerning the Project and the Business Plan. Each party acknowledges that no representations or warranties have been made which have not been set forth herein.
- B. Time is of the essence in the performance of this Agreement.
- C. For the purposes of any of the provisions of this Agreement, neither the Village, NFP Corp nor any of their respective successors and assigns, as the case may be, shall be considered in breach of, or default in, its obligations under this Agreement in the event of any delay caused by acts of god, acts of public enemy, fires, floods, epidemics, quarantine or restriction, strike, shortage of materials, embargoes; and delays due to weather conditions or delays of construction contractors and subcontractors due to such causes; nor shall the Village or NFP Corp be considered in breach of or default in its obligations under this Agreement in the event of any delay resulting from the conduct of any judicial, proceedings, or caused by litigation or proceedings challenging the authority or right of the Village to act under the TIF Plan, any of the ordinances referenced herein, or perform under this Agreement. The Village shall diligently contest any such proceedings and any appeals therefrom. The Village may settle a contested proceeding at any point, so long as the settlement results in the Village's ability to perform pursuant to this Agreement and so long as any such settlement does not impose additional obligations on NFP Corp or increase NFP Corp's obligations under this Agreement.
- D. NFP Corp recognizes and agrees that the Village has sole discretion with regard to all approvals and permits relating to the Project, including but not limited to approval of the final development plan, excavation permits, grading permits, building permits and occupancy permits, and failure on the part of the Village to grant or issue any required permit shall not be deemed as the cause of a default by NFP Corp under this Agreement or give rise to any claim against or liability to the Village pursuant to this Agreement. The Village agrees, however, that such approvals and permits shall not be unreasonably withheld.
- E. All notices and requests if any, required pursuant to this Agreement shall be sent by certified mail return receipt requested, or by personal service, addressed as follows:

If to NFP Corp:

DuPage Theatre Foundation
119 North Main Street
Lombard, Illinois 60140

with copy to:

Martin Carroll
325 North LaSalle
Suite 625
Chicago, Illinois 60610

If to the Village:

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

with copies to:

Finance Director
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148

Community Development Director
Village of Lombard
255 East Wilson Avenue
Lombard, Illinois 60148

- F. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.
- G. NFP Corp shall not assign this Agreement to any person or entity without the prior written consent of the Village.
- H. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.
- I. No recourse under or upon any obligation, covenant, or agreement of this Agreement or for any claim based thereon or otherwise in respect thereof shall be had against the Village, in any amount or in excess of any specific sum agreed by the Village to be paid on behalf of the NFP Corp relative to the Project or the Business Plan, as provided for in Section III hereof, subject to the terms and conditions herein, and no liability, right or claim at law or in equity shall attach to or shall be incurred by the Village's officers, agents and/or employees in regard to this Agreement, with all and any such rights or claims of NFP Corp against the Village's officers, agents and/or employees being hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village.
- J. This Agreement shall be binding upon the parties hereto and their respective grantees, heirs, successors, administrators, permitted assigns or other successors in interest.

V. REPRESENTATIONS AND WARRANTIES OF NFP CORP

- A. NFP Corp hereby represents and warrants that it is an Illinois not-for-profit corporation in good standing with proper authority to execute this Agreement.
- B. NFP Corp hereby represents and warrants that the Project requires economic assistance from the Village, including, but not necessarily limited to, an underwriting of demolition and site preparation costs associated with the Project, but subject to the limitations set forth in Section III hereof, in order for NFP Corp to complete the construction in accordance with EXHIBIT 5 and, but for the economic assistance to be given by the Village as herein stated, the Project, as contemplated, would not be economically viable nor eligible for the financing necessary for its completion.

- C. NFP Corp hereby represents and warrants that the Project shall be constructed and fully completed in a good and workmanlike manner in accordance with EXHIBIT 5 and all plans and specifications pertaining thereto including any amendments, as approved by the Village.
- D. NFP Corp hereby represents and warrants that at all times it shall comply with all applicable local zoning ordinances and regulations, the building code, fire code and all other applicable Village ordinances, resolutions and regulations in existence as of the date hereof, or as may be enacted subsequent hereto.
- E. NFP Corp hereby represents and warrants that it shall comply with all applicable laws, rules and regulations of the State of Illinois and the United States and all agencies thereof, having jurisdiction over it, the Project or the Business Plan.
- F. NFP Corp hereby represents and warrants that its books and records shall at all times be available for inspection by representatives of the Village.
- G. NFP Corp hereby represents and warrants that it will proceed with an annual audit of its finances, using the same auditing firm as used by the Village and shall provide a copy of said audit to the Village.
- H. NFP Corp hereby represents and warrants that it shall comply with all terms, provisions and conditions of, and shall not default or knowingly permit a default under, any document or agreement relating to the Project or the Business Plan, or the financing of the Project or the Business Plan, to which it is a party, including, but not limited to, this Agreement.
- I. NFP Corp hereby represents and warrants that it will not allow any mechanic's liens to be filed in relation to the Project or against the North Parcel or the South Parcel.
- J. NFP Corp hereby represents and warrants that it shall, at its own cost and expense, at all times during the term of this Agreement:
 - 1. Keep the DuPage Theatre and Shoppes (including, without limitation, exterior and interior portions of all windows, doors and all other glass) in a neat and clean condition.
 - 2. Maintain the DuPage Theatre and Shoppes and all personal property therein as an attractive area in accordance with the general character of the downtown area of the Village.
 - 3. Pay before delinquency any and all taxes, assessments and public charges levied, assessed or imposed upon the NFP Corp or imposed in relation to the North Parcel, the Project or the Business Plan.
 - 4. Pay when and as due all license fees, permit fees and charges of a similar nature imposed upon the NFP Corp or imposed relative to the Project or the Business Plan.
 - 5. Obey and observe (and compel its officers, agents, employees, contractors, licensees, invitees, subtenants, concessionaires and all others doing business with it, to obey and observe) all reasonable rules and regulations established by the Village, from time to time, relating to the Project or operations pursuant to the Business Plan, so long as the same are not discriminatory with respect to the NFP Corp. The Village shall, except in case of emergency, give NFP Corp at least thirty (30) days notice of the establishment thereof.
- K. NFP Corp hereby represents and warrants that it shall not at any time during the term of this Agreement:

1. Conduct or permit any fire, bankruptcy, auction or "going out of business" sale (whether real or fictitious) in the DuPage Theatre and Shoppes, or utilize any unethical method of business operation.
 2. Use, or permit to be used, the sidewalk adjacent to, or any other space outside of, the DuPage Theatre and Shoppes for display, sale or any other similar undertaking, without the Village's prior written approval.
 3. Use, or permit to be used, any advertising medium which may be heard outside the DuPage Theatre and Shoppes or which does not comply with the general policies or rules and regulations then in effect.
 4. Use the plumbing facilities for any purpose other than that for which they were constructed, or dispose of any garbage or other foreign substance therein, whether through the utilization of so-called "disposal" or similar units, or otherwise.
 5. Subject any fixtures, furnishings or equipment in or on the Dupage Theatre and Shoppes, which are affixed to the realty, to any mortgages, liens, conditional sales agreements, security interests or encumbrances.
 6. Perform any act or carry on any practice which may damage, mar or deface the DuPage Theatre and Shoppes or any other part of the North Parcel.
 7. Place a load on any floor in the DuPage Theatre and Shoppes exceeding the floor load per square foot which such floor was designed to carry, or install, operate or maintain therein any heavy item of equipment except in such manner as to achieve a proper distribution of the weight.
 8. Install, operate or maintain in the DuPage Theatre and Shoppes any electrical equipment which will overload the electrical system therein, or any part thereof, beyond its reasonable capacity for proper and safe operation as determined by the Village in light of the overall system and requirements therefor in the building, or which does not bear underwriter's approval.
- L. NFP Corp hereby represents and warrants that it shall pay promptly, as and the same become due and payable, all water rates and charges, all sewer rates and charges and all charges for electricity, gas, heat, steam, hot water and other utilities supplied to the DuPage Theatre and Shoppes and the North Parcel (whether prior to, during, or subsequent to the term of this Agreement if related to the NFP Corp's use of the DuPage Theatre and Shoppes or the North Parcel.)
- M. NFP Corp hereby represents and warrants that if its interest in the DuPage Theatre and Shoppes and/or the North Parcel, as created by this Agreement, shall be taken upon execution, attachment or any other process of law, or if the NFP Corp shall be adjudged a bankrupt or insolvent, or any receiver or trustee shall be appointed for the business or property of the NFP Corp and be not discharged within forty-five (45) days, or if the NFP Corp shall make any assignment of its property for the benefit of creditors, or if NFP Corp shall file a voluntary petition in bankruptcy, or apply for reorganization, composition, extension or other arrangement with its creditors under any federal or state law now or hereafter enacted, and any such process, assignment, action or proceeding be not vacated or set aside within thirty (30) days thereafter, then each of the foregoing shall be deemed an Event of Default for the purposes of Section VII below.

VI. REPRESENTATIONS AND WARRANTIES OF THE VILLAGE

The Village hereby represents and warrants to NFP Corp that, subject to its compliance with the Act, it has the power and authority to execute, deliver and perform the terms and obligations of this Agreement.

VII. DEFAULTS AND REMEDIES

In the event of any default and/or breach of this Agreement or any terms or conditions by the NFP Corp, including, but not limited to a failure by the NFP Corp to meet the Project time line as set forth in EXHIBIT 5 and Section II.C., the NFP Corp shall, upon written notice, proceed promptly to cure or remedy such default or breach within said sixty (60) days after receipt of such notice. In case such action is not taken or not diligently pursued or the default or breach shall not be cured or remedied within the above time, the Village may, in its sole discretion, declare this Agreement null and void. No waiver made by the Village with respect to any specific default by the NFP Corp under this Agreement shall be construed as a waiver of rights with respect to any other default by the NFP Corp under this Agreement or with respect to the particular default except to the extent specifically waived in writing. In the event of any litigation between the parties hereto resulting from a breach of this Agreement, if the Village prevails in such litigation, as determined by final judgment, the Village shall be entitled to an award of its attorneys' fees and costs incurred in such litigation.

VIII. AGREEMENT TERM/EARLY TERMINATION

The term of this Agreement shall commence as of the date of its execution after approval by the corporate authorities of the Village and shall expire twenty (20) years from the date thereof. Notwithstanding the foregoing, the Village's obligations under any provision of this Agreement relating to the use of T.I.F. incremental revenues generated by the Village's Downtown T.I.F. District shall expire upon the termination of the Village's Downtown T.I.F. District as required by the Act.

VILLAGE OF LOMBARD,
a municipal corporation

By: 

Village President

ATTEST:


Deputy Village Clerk

DUPAGE THEATRE FOUNDATION,
a not-for-profit corporation

By: 

President

ATTEST:

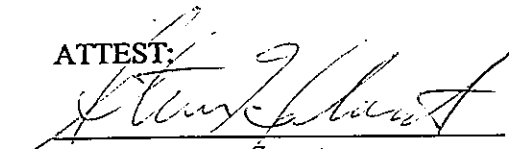

Secretary

EXHIBIT 1

(Legal Description for Downtown TIF District)

Lots 1 and 2 of the Resubdivision of Lot 6 of Block 27 of the Original Town of Lombard, Lots 1, 2, 3, and 4 of the Original Town of Lombard, Lots 1, 2, 3, the North 25 ft. of Lot 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21 in Caverno's Subdivision, Lot 1 in Lombard Bible Church Consolidation Plat, Lots 1, 2, 3, 4, and 5 in Owner's Subdivision in Block 18 of the Original Town of Lombard, Lots 1, 2, 3, 4, 5, 6, and 7 in Block 11 of the Original Town of Lombard, Lots 8, 9, 10, 11, and 12 in J. B. Hull's Subdivision of part of Block 11 and part of outlot 4 of the Original Town of Lombard, Lots 7, 8, 9, 12, 13, 14, 15, 16, 17 and 18 of Grove Park Subdivision, Lots 2, 3, 4, 5, 6, 19, 20, 21, 22, 23, 24, 25, 26, 27, and 28 in Grove Park Subdivision, Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18 in Grove Park Subdivision First Addition, Lots 11 and 12 in W. H. Maple's Subdivision, Lots 3, 4, 5, 6, 7, 8, 9, 10, and 11 in Block 10 of the Original Town of Lombard, Lots 1, 2, and 3, in the Subdivision of Outlot 10 in the Original Town of Lombard, Lot 1 of the Belfast Consolidation Plat, Lots 1, 2, 4, and 5 of Block 19 in the Original Town of Lombard, Lots 1, 2, 3, 4, 5, 6, 7, 8, of J. B. Hull's Subdivision of Lot 3 of Block 19 of the Original Town of Lombard, Lot 43 excepting the North 20 feet thereof in Orchard Subdivision, Lots 1 and 2 of Timke's Resubdivision, all of Park Manor Condominium, including all Chicago & Northwestern Railroad right-of-way and all public rights-of-way adjacent to the above-described property all being in the Northeast Quarter of Section 7, Township 39 North, Range 11, East of the Third Principal Meridian in DuPage County, Illinois.

Of that part of Block 22 of the Original Town of Lombard described by beginning at a point on the East line of Main Street, 499.0 feet North of the Southwest corner of said Block 22 and running thence Easterly to a point on the center line of said Block 22 that is 386.6 feet to the Southerly line of said Parkside Avenue; thence Southwesterly along the Southerly line of said Parkside Avenue to the East line of Main Street; thence South on the East line of Main Street, 291.85 feet to the place of beginning, Lots 1, 2, and 3 in James' Subdivision of Part of Block 22 of the Original Town of Lombard, Lots 28, 29, 30, and 31 of Part of Block 22 in N. Matson & Others Resubdivision, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 in Block 17 of the Original Town of Lombard, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14 in Block 16 of the Original Town of Lombard, Lots 1, 2, the East 1/2 of Lot 3, Lots 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18 in Block 12 of the Original Town of Lombard, Lots 1, 2, 3, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15 in Block 18 of H. O. Stone & Company's Addition to Lombard, Lombard Tower Condominiums, Charlotte-Garfield Condominiums, including all Chicago & Northwestern Railroad right-of-way and all public rights-of-way adjacent to the above-described property all being in the Northwest Quarter of Section 8, Township 39 North, Range 11, East of the Third Principal Meridian all in DuPage County, Illinois.

EXHIBIT 2

(Legal Description for Property Owned by Village)

LOT 1 IN BIG IDEA PRODUCTIONS RESUBDIVISION ACCORDING TO THE
PLAT THEREOF RECORDED ON APRIL 20, 1999 AS DOCUMENT NUMBER
R99-90133 IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS;

P.L.N.: 06-08-111-033;

COMMON ADDRESS: 101-109 SOUTH MAIN STREET, LOMBARD, ILLINOIS;

EXHIBIT 3

(Legal Description for South Parcel)

THE SOUTH 100 FEET OF LOT 1 IN BIG IDEA PRODUCTIONS
RESUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED ON
APRIL 20, 1999 AS DOCUMENT NUMBER R99-90133 IN THE RECORDER'S
OFFICE OF DUPAGE COUNTY, ILLINOIS;

P.I.N.: Pt. 06-08-111-033;

COMMON ADDRESS: PART OF 101-109 SOUTH MAIN STREET, LOMBARD,
ILLINOIS.

EXHIBIT 4

(Legal Description for North Parcel)

LOT 1 (EXCEPT THE SOUTH 100 FEET THEREOF) IN BIG IDEA PRODUCTIONS RESUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED ON APRIL 20, 1999 AS DOCUMENT NUMBER R99-90133 IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS;

P.I.N.: Pt. 06-08-111-033;

COMMON ADDRESS: PART OF 101-109 SOUTH MAIN STREET, LOMBARD, ILLINOIS.

EXHIBIT 5

(DuPage Theatre and Shoppes Redevelopment Project Plans,
Specifications and Phasing – 10/10/02 Daniel P. Coffey & Associates, Ltd. Correspondence)

DANIEL P. COFFEY & ASSOCIATES, LTD.
Architecture • Interior Design • Urban Design • Land Planning

October 10, 2002

Ellen Balsamo
Village of Lombard
225 East Wilson Avenue
Lombard, Illinois 60148

via FedEx
via Fax 630-620-8222

Re: DuPage Theatre
Modified Cost Estimate

Dear Ms. Balsamo:

We have reviewed the July 2001 Conceptual Budget for Construction on the noted project as you requested. The emphasis of our review was to update the prior budget for the current time frame. Furthermore, the budget has been re-organized to reflect a phased approach with the following prioritization:

- Retail and Office Space (income producing)
- Secure the Building Envelope (exterior walls and roof)
- Theater

We have had multiple discussions internally, some of which have been attended by Village officials, and with the original estimator at W.E. O'Neil Construction Company (WEON). The resulting findings contained herein and in the attached documents are preliminary and will not be finalized until WEON completes their review and re-distribution of the prior conceptual budget. However, we feel that the numbers, although preliminary, can be used for discussion by the Village's Board of Trustees.

The phases delineated on the plans and used to organize the revised conceptual budget are as follows:

- Phase I – The Shoppes portion of the project which will also entail various infrastructure improvements such as water, waste, electrical, and fire protection services.
- Phase II – Securing of the building envelope that will entail repairs to the building roof and exterior walls, and other improvements (marquee, some decorative painting) to create a positive aesthetic perception of the property as a whole.
- Phase III – The second floor Office portion of the project.
- Phase IV – Improvements to the existing theater.
- Phase V – Addition to the existing theater for support services.

DANIEL P. COFFEY & ASSOCIATES, LTD.
Architecture • Interior Design • Urban Design • Land Planning

The following plans are attached and have been keyed to graphically portray, in a general way (delineations are not 'hard' since there is a great deal of cross-over work), the various phases contained in the budget:

- Site Plan
- Ground Floor Plan
- Second Floor Plan
- Roof Plan
- Exterior Elevations

The following conceptual budgets are attached:

Conceptual Budget – July, 2001

- This is a summary of the original budget for the Theatre and Shoppes restoration including development of the adjacent south property for Retail and Restaurant uses.

Conceptual Budget (modified scope of work) – August, 2001

- The original budget modified to reflect a reduction in the scope of work by deleting the development of the adjacent south property.

Preliminary Conceptual Budget – October, 2002

- The modified conceptual budget adjusted to reflect various factors. Factors include a decrease in the amount of site work, 3% inflation factor, adjustment to the construction contingency, addition of a labor/performance bond, and the inclusion of soft costs for A/E fees, Legal fees, testing, surveying, and other owner direct costs that were not included in previous budgets.


Preliminary Phased Conceptual Budget – October, 2002

- The modified budget has been re-organized into phases as noted above.

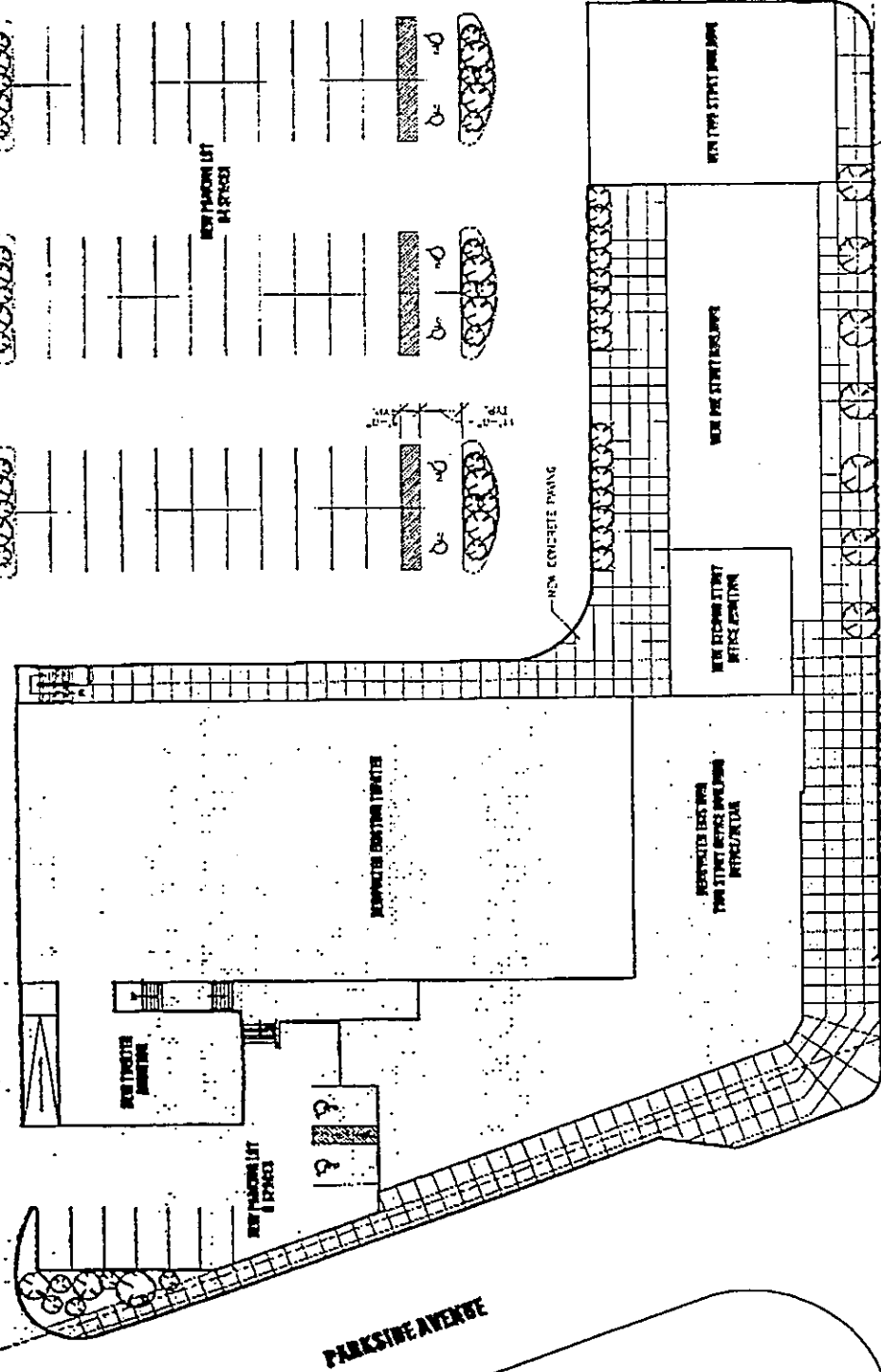
We will review the WEON budget to verify the preliminary findings contained herein and in the attachments. Their revised budget is anticipated on October 25, 2002. Let us know if you have any questions.

Sincerely,

Daniel P. Coffey & Associates Ltd

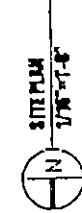

Andrew L. Tiffin
Principal

SCOPE OF WORK PHASES I-IV



KEY	PHASE I	PHASE II	PHASE III	PHASE IV	PHASE V
[Empty Box]	[Diagonal Lines /]	[Diagonal Lines \]	[Vertical Lines]	[Stippled Pattern]	[Solid Black]

PAVING LINES



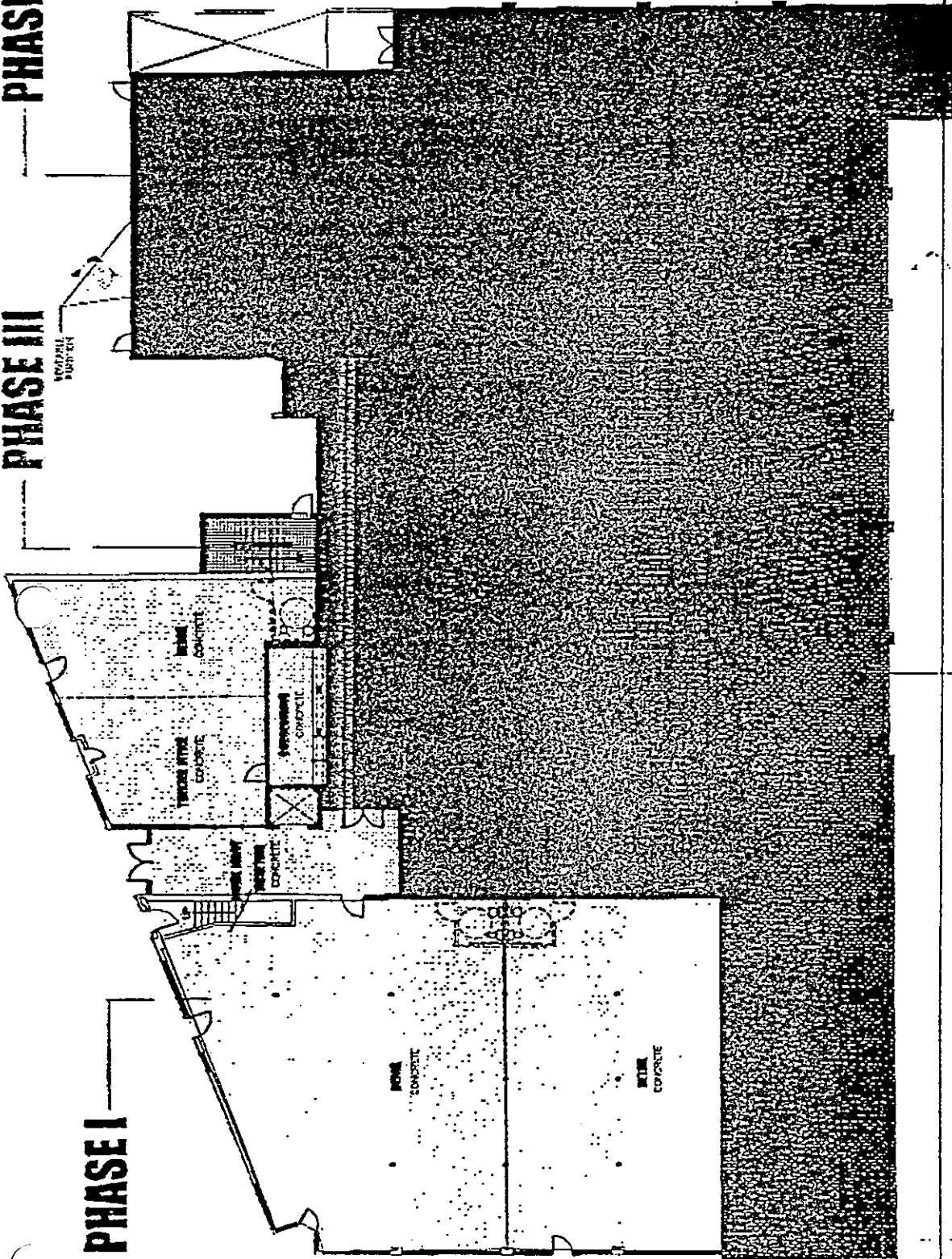
DUPAGE THEATRE - PHASING PLAN

PHASE V

PHASE III

PHASE I

PHASE IV



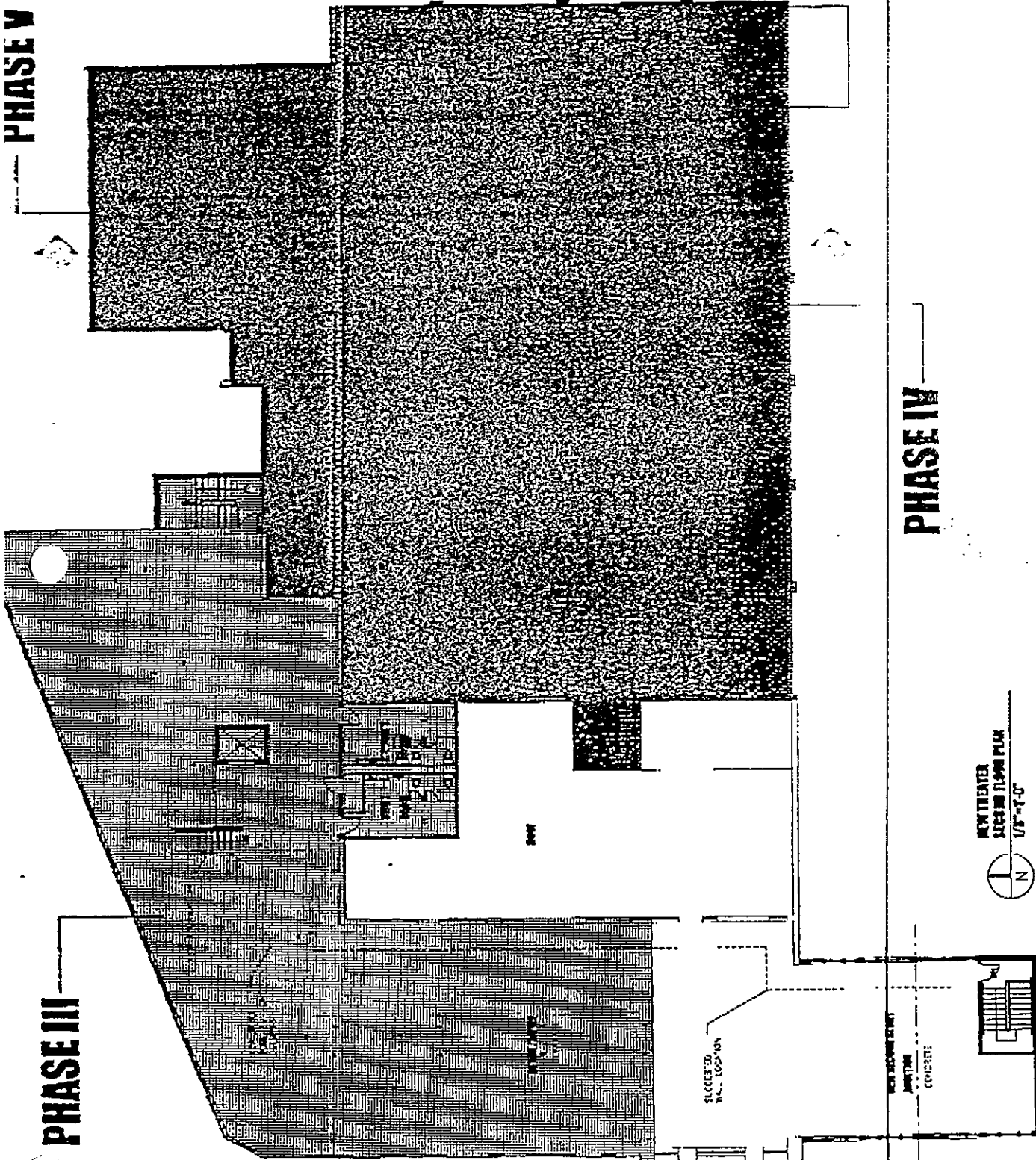
DATE
BY

NEW THEATRE
EXISTING FLOOR PLAN

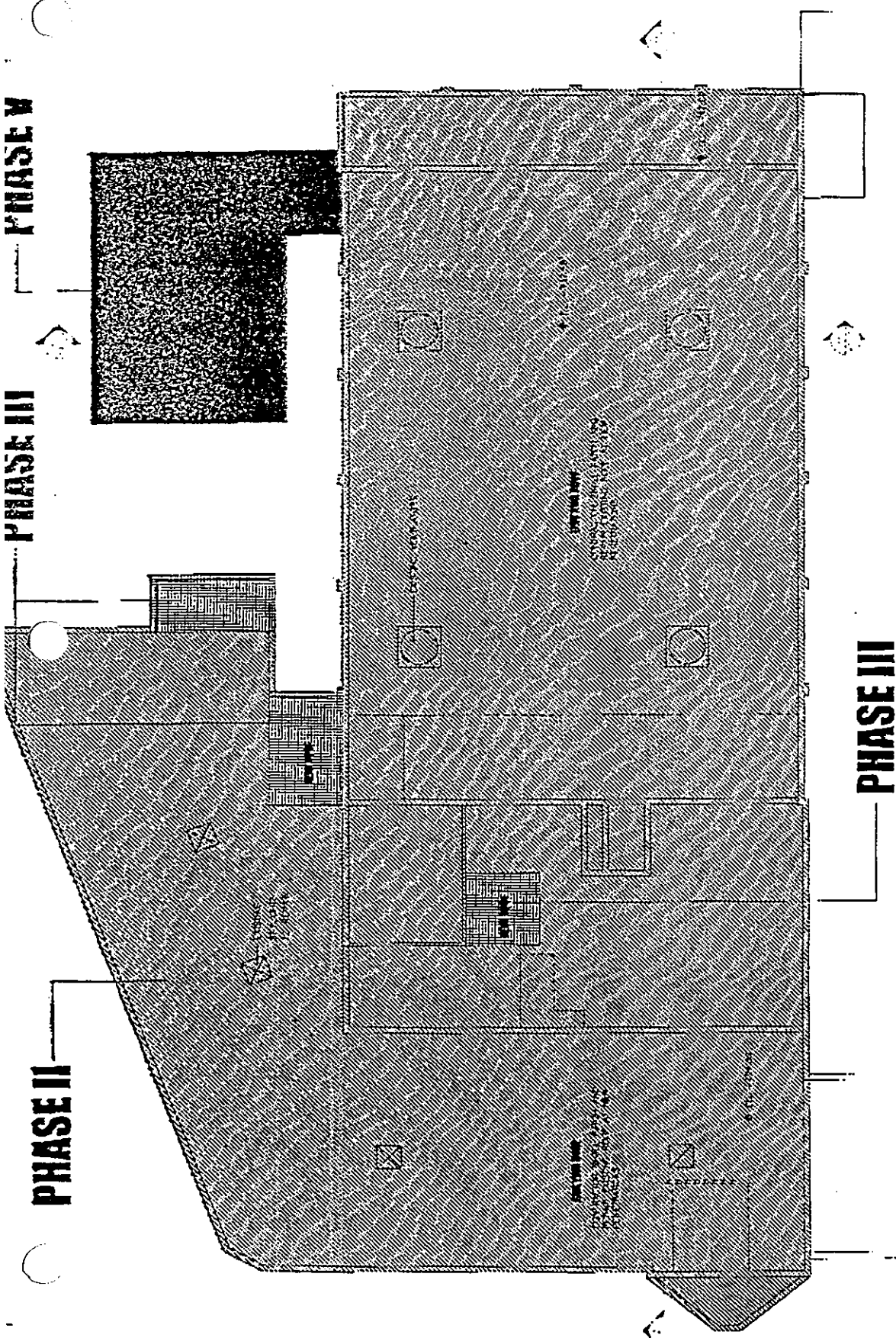
1/8" = 1'-0"




DUPAGE THEATRE - PHASING PLAN

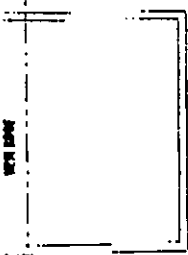


DUPAGE THEATRE - PHASING PLAN



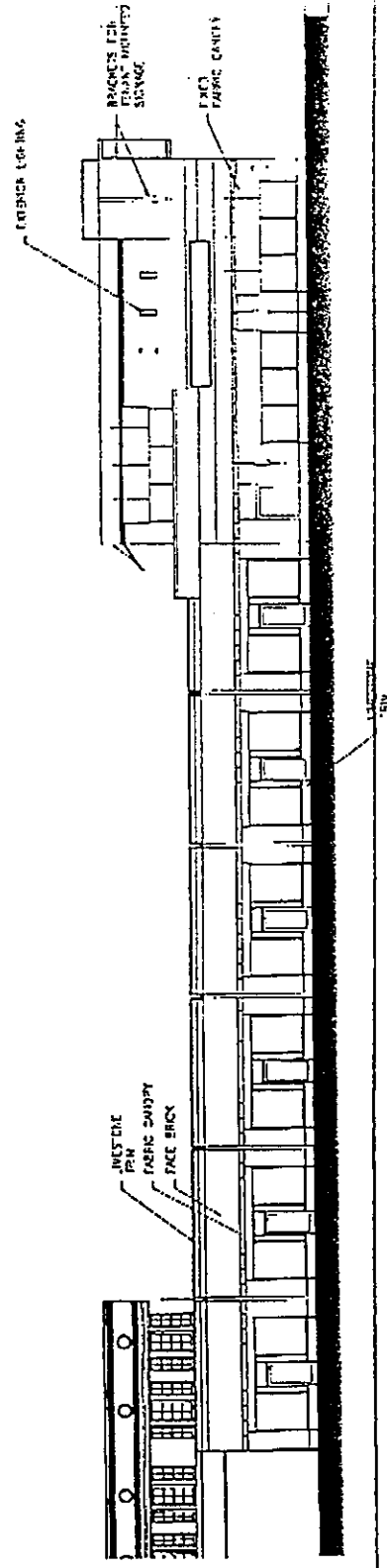
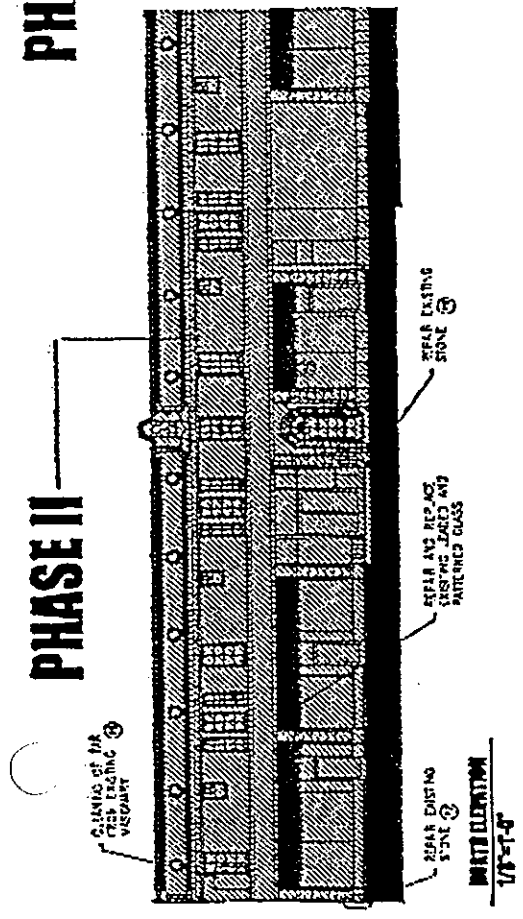
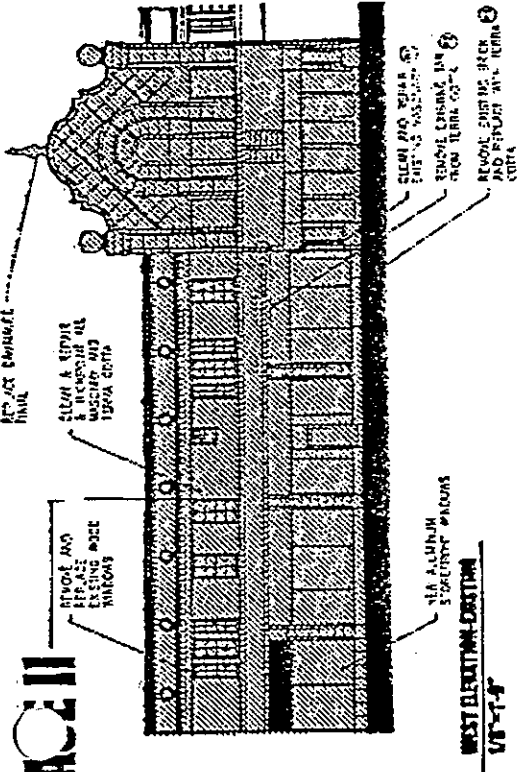


 NORTH ARROW
 1/8" = 1'-0"



 0 10 20 FEET

DUPAGE THEATRE - PHASING PLAN



GENERAL NOTES:
 1. REFER TO DRAWING NO. 1000 FOR GENERAL NOTES.
 2. REFER TO DRAWING NO. 1000 FOR GENERAL NOTES.
 3. REFER TO DRAWING NO. 1000 FOR GENERAL NOTES.
 4. REFER TO DRAWING NO. 1000 FOR GENERAL NOTES.
 5. REFER TO DRAWING NO. 1000 FOR GENERAL NOTES.
 6. REFER TO DRAWING NO. 1000 FOR GENERAL NOTES.
 7. REFER TO DRAWING NO. 1000 FOR GENERAL NOTES.
 8. REFER TO DRAWING NO. 1000 FOR GENERAL NOTES.

WEST ELEVATION - NEW
 1/8\"/>

DUPAGE THEATRE - PHASING PLAN

Conceptual Budget
DuPage Theatre
July 1, 2002

Theater	18,896 SF
Theater Support	3,200 SF
Retail/Office	15,725 SF
Retail/Restaurant	11,800 SF
Terrace	1,075 SF
	<hr/>
	50,696 SF

Budget Summary	Theatre	Theatre Support	New Retail & Restaurant	Reconfigured Office & Retail	Project
	Totals	Addition Totals	Totals	Totals	Totals
1 General Conditions	\$280,800	\$37,800	\$129,600	\$91,800	\$640,000
2 Site Work	\$468,954	\$47,150	\$32,450	\$48,866	\$617,460
3 Concrete	\$70,800	\$78,600	\$189,650	\$123,950	\$463,000
4 Exterior Enclosure	\$370,062	\$150,788	\$480,580	\$544,443	\$1,545,873
5 Metals	\$71,156	\$37,950	\$132,750	\$38,670	\$280,526
6 Woods & Plastics	\$54,400	\$4,300	\$8,408	\$15,316	\$82,424
7 Thermal & Moisture Protection	\$4,960	\$9,538	\$24,830	\$33,430	\$72,756
8 Doors & Windows	\$56,293	\$5,525	\$5,100	\$7,005	\$73,923
9 Finishes	\$410,561	\$15,270	\$33,668	\$30,880	\$490,379
10 Specialties	\$19,225			\$4,950	\$24,175
11 Equipment	\$255,000				\$255,000
12 Furnishings	\$187,790		\$20,000	\$18,000	\$225,790
13 Special Construction					\$0
14 Conveying Systems		\$30,000	\$30,000	\$20,000	\$80,000
15 Plumbing	\$64,500	\$14,300	\$68,400	\$59,000	\$206,200
Fire Protection	\$48,440	\$8,300	\$30,850	\$39,913	\$127,503
HVAC	\$377,920	\$40,000	\$486,000	\$106,000	\$1,009,920
18 Electrical	\$624,276	\$45,600	\$178,100	\$206,425	\$1,054,401
19 General Requirements	\$88,504	\$12,200	\$40,848	\$28,448	\$170,000
Sub - Total	\$3,473,681	\$537,321	\$1,691,234	\$1,417,095	\$7,119,331
Contingency - 8%	\$277,894	\$42,986	\$151,299	\$113,368	\$685,547
Insurance	\$34,890	\$5,397	\$18,995	\$14,233	\$73,515
Labor/Performance Bond	\$0	\$0	\$0	\$0	\$0
Sub - Total	\$3,786,465	\$585,704	\$2,061,528	\$1,544,696	\$7,978,393
Contractor's Fee - 4%	\$151,459	\$23,428	\$82,461	\$61,788	\$319,136
Building Total	\$3,937,924	\$609,132	\$2,143,989	\$1,606,484	\$8,297,529

Conceptual Budget
 DuPage Theatre
 August 16, 2002

Modified Scope of Work

Theater	18,896 SF
Theater Support	3,200 SF
Retail/Office	15,725 SF
Retail/Restaurant	11,800 SF
Terrace	1,075 SF
	<hr/>
	50,696 SF

	Theatre Support Totals	Theatre Addition Totals	New Retail & Restaurant Totals	Reconfigured Office & Retail Totals	Project Totals
Budget Summary					
1 General Conditions	\$280,800	\$37,800	\$0	\$91,800	\$410,400
2 Site Work	\$488,994	\$47,150	\$0	\$48,866	\$585,010
3 Concrete	\$70,800	\$78,600	\$0	\$123,950	\$273,350
4 Exterior Enclosure	\$370,062	\$150,788	\$0	\$544,443	\$1,065,293
5 Metals	\$71,156	\$37,950	\$0	\$38,670	\$147,776
6 Woods & Plastics	\$54,400	\$4,300	\$0	\$15,316	\$74,016
7 Thermal & Moisture Protection	\$4,960	\$9,538	\$0	\$33,430	\$47,928
8 Doors & Windows	\$56,293	\$5,525	\$0	\$7,005	\$68,823
9 Finishes	\$410,561	\$15,270	\$0	\$30,880	\$456,711
10 Specialties	\$19,225			\$4,950	\$24,175
11 Equipment	\$255,000				\$255,000
12 Furnishings	\$187,790		\$0	\$18,000	\$205,790
13 Special Construction					\$0
14 Conveying Systems		\$30,000	\$0	\$20,000	\$50,000
15 Plumbing	\$64,500	\$14,300	\$0	\$59,000	\$137,800
16 Fire Protection	\$48,440	\$8,300	\$0	\$39,913	\$96,653
17 HVAC	\$377,920	\$40,000	\$0	\$106,000	\$523,920
18 Electrical	\$624,276	\$45,600	\$0	\$206,425	\$876,301
19 General Requirements	\$88,504	\$12,200	\$0	\$28,448	\$129,152
Sub-Total	\$3,473,681	\$537,321	\$0	\$1,417,095	\$5,428,097
Contingency - 8%	\$277,894	\$42,986	\$0	\$113,368	\$434,248
Insurance	\$34,890	\$5,397	\$0	\$14,233	\$54,520
Labor/Performance Bond	\$0	\$0	\$0	\$0	\$0
Sub-Total	\$3,786,465	\$585,704	\$0	\$1,544,696	\$5,916,865
Contractor's Fee - 4%	\$151,459	\$23,428	\$0	\$61,788	\$236,675
Building Total	\$3,937,924	\$609,132	\$0	\$1,606,484	\$6,153,540

Conceptual Budget
 DuPage Theatre
 October 15, 2002
 Updated for:

PRELIMINARY

Decreased Sitework
 Inflation
 Contingency
 Labor/Performance Bond
 Soft Costs

Theater	18,896 SF
Theater Support	3,200 SF
Retail/Office	15,725 SF
Retail/Restaurant	11,800 SF
Terrace	1,075 SF
	<hr/>
	50,696 SF

Budget Summary	Theatre	Theatre	New	Reconfigured	Project
	Totals	Addition	Retail & Restaurant	Retail Office &	
1 General Conditions	\$280,800	\$37,800	\$0	\$91,800	\$410,400
2 Site Work	\$244,497	\$23,575	\$0	\$24,433	\$292,505
3 Concrete	\$70,800	\$78,600	\$0	\$123,950	\$273,350
4 Exterior Enclosure	\$370,062	\$150,788	\$0	\$544,443	\$1,065,293
5 Metals	\$71,156	\$37,950	\$0	\$38,670	\$147,776
6 Woods & Plastics	\$54,400	\$4,300	\$0	\$15,316	\$74,016
7 Thermal & Moisture Protection	\$4,960	\$9,538	\$0	\$33,430	\$47,928
8 Doors & Windows	\$56,293	\$5,525	\$0	\$7,005	\$68,823
9 Finishes	\$410,561	\$15,270	\$0	\$30,880	\$456,711
10 Specialties	\$19,225			\$4,950	\$24,175
11 Equipment	\$255,000				\$255,000
12 Furnishings	\$187,790		\$0	\$18,000	\$205,790
13 Special Construction					\$0
14 Conveying Systems		\$30,000	\$0	\$20,000	\$50,000
15 Plumbing	\$64,500	\$14,300	\$0	\$59,000	\$137,800
16 Fire Protection	\$48,440	\$8,300	\$0	\$39,913	\$96,653
17 HVAC	\$377,920	\$40,000	\$0	\$106,000	\$523,920
18 Electrical	\$624,276	\$45,600	\$0	\$206,425	\$876,301
19 General Requirements	\$88,504	\$12,200	\$0	\$28,448	\$129,152
Sub-Total	\$3,229,184	\$513,746	\$0	\$1,392,662	\$5,135,592
Inflation - 3%	\$96,876	\$15,412	\$0	\$41,780	\$154,068
Sub-Total	\$3,326,060	\$529,158	\$0	\$1,434,442	\$5,289,660
Contingency - 10%	\$332,606	\$52,916	\$0	\$143,444	\$528,966
Insurance	\$34,890	\$5,397	\$0	\$14,233	\$54,520
Labor/Performance Bond - 0.0075%	\$24,945	\$3,969	\$0	\$10,758	\$39,672
Sub-Total	\$3,718,501	\$591,440	\$0	\$1,602,878	\$5,912,819
Contractor's Fee - 4%	\$148,740	\$23,658	\$0	\$64,115	\$236,513
Soft Costs - 13%	\$483,405	\$76,887	\$0	\$208,374	\$768,666
Building Total	\$4,350,646	\$691,985	\$0	\$1,875,367	\$6,917,998

Conceptual Budget - Phased
DuPage Theatre
October 15, 2002

PRELIMINARY

Theater	18,896 SF
Theater Support	3,200 SF
Retail/Office	15,725 SF
Retail/Restaurant	11,800 SF
Terrace	1,075 SF
	<hr/>
	50,696 SF

Budget Summary	Ground Floor	Roofing	Second Floor	Theatre	Theatre Support	Project
	Shoppes Phase I	Exterior Work Marquee Egress Phase II	Office Phase III	Theatre Phase IV	Addition Phase V	
	Totals	Totals	Totals	Totals	Totals	Totals
1 General Conditions	\$30,600	\$30,600	\$30,600	\$280,800	\$37,800	\$410,400
2 Site Work	\$8,144	\$8,144	\$8,144	\$244,497	\$23,575	\$292,505
3 Concrete	\$41,317	\$41,317	\$41,317	\$70,800	\$78,600	\$273,350
4 Exterior Enclosure	\$181,481	\$181,481	\$181,481	\$370,062	\$150,786	\$1,065,293
5 Metals	\$12,890	\$12,890	\$12,890	\$71,156	\$37,950	\$147,776
6 Woods & Plastics	\$5,105	\$5,105	\$5,105	\$54,400	\$4,300	\$74,016
7 Thermal & Moisture Protection	\$11,143	\$11,143	\$11,143	\$4,960	\$9,538	\$47,928
8 Doors & Windows	\$2,335	\$2,335	\$2,335	\$56,293	\$5,525	\$68,823
9 Finishes	\$10,293	\$10,293	\$10,293	\$410,561	\$15,270	\$458,711
10 Specialties	\$1,650	\$1,650	\$1,650	\$19,225		\$24,175
11 Equipment				\$255,000		\$255,000
12 Furnishings	\$6,000	\$6,000	\$6,000	\$187,790		\$205,790
13 Special Construction						\$0
14 Conveying Systems	\$6,667	\$6,667	\$6,667		\$30,000	\$50,000
15 Plumbing	\$19,667	\$19,667	\$19,667	\$64,500	\$14,300	\$137,800
16 Fire Protection	\$13,304	\$13,304	\$13,304	\$48,440	\$8,300	\$96,653
17 HVAC	\$35,333	\$35,333	\$35,333	\$377,920	\$40,000	\$523,920
18 Electrical	\$68,808	\$68,808	\$68,808	\$624,276	\$45,600	\$876,301
19 General Requirements	\$9,483	\$9,483	\$9,483	\$88,504	\$12,200	\$129,152
Sub-Total	\$464,221	\$464,221	\$464,221	\$3,229,184	\$513,746	\$5,135,592
Selective Theater Work		\$645,837		-\$645,837		
Sub-Total	\$464,221	\$1,110,058	\$464,221	\$2,583,347	\$513,746	\$5,135,592
Inflation - 3%	\$13,927	\$33,302	\$13,927	\$77,500	\$15,412	\$154,068
Sub-Total	\$478,147	\$1,143,359	\$478,147	\$2,660,848	\$529,158	\$5,289,660
Contingency - 10%	\$47,815	\$114,336	\$47,815	\$266,085	\$52,916	\$528,966
Insurance	\$4,744	\$4,744	\$4,744	\$34,890	\$5,397	\$54,520
Labor/Performance Bond - 0.0075%	\$3,586	\$8,575	\$3,586	\$19,956	\$3,969	\$39,672
Sub-Total	\$534,293	\$1,271,015	\$534,293	\$2,981,778	\$591,440	\$5,912,818
Contractor's Fee - 4%	\$21,372	\$50,841	\$21,372	\$119,271	\$23,658	\$236,513
Soft Costs - 13%	\$69,458	\$165,232	\$69,458	\$387,631	\$76,887	\$768,666
Building Total	\$625,122	\$1,487,087	\$625,122	\$3,488,681	\$691,985	\$6,917,998
Cumulative Total*		\$2,112,210	\$2,737,332	\$6,226,013	\$6,917,998	

(*Does not include mobilization for multiple phases)

Conceptual Budget
 W.E. O'Neill Construction Company
 DuPage Theater
 Village of Lombard / AdHoc Committee
 Daniel P. Coffey & Assoc., LTD
 Total Area 37,821.00 SF
 Theater 18,896.00 SF
 Theater Support 3,200.00 SF
 Retail / Office 15,725.00 SF
 Retail / Restaurant
 Terrace

BUDGET SUMMARY

	First Floor Retail Sel Theater, Heat Plaster & Paint	Balance of Theater, Heat Plaster & Paint	Exterior Envelope Remediation	White Box 2nd Floor Retail Space	Dressing Addition Totals	PROJECT TOTALS	Cost / SF
1 General Conditions	\$ 270,000.00	\$ 270,000.00	\$ 180,000.00	\$ 180,000.00	\$ 270,000.00	\$ 1,170,000.00	\$ 30.94
2 Site Work	\$ 143,766.80	\$ 64,104.20	\$ -	\$ -	\$ 67,766.00	\$ 275,637.00	\$ 7.29
3 Concrete	\$ 36,200.00	\$ 45,950.00	\$ -	\$ 49,500.00	\$ 63,750.00	\$ 195,400.00	\$ 5.17
4 Exterior Enclosure	\$ 319,696.85	\$ 65,669.00	\$ 518,811.00	\$ 12,760.00	\$ 158,754.00	\$ 1,075,690.85	\$ 28.44
5 Metals	\$ 52,078.00	\$ 40,078.00	\$ 20,698.00	\$ -	\$ 46,100.00	\$ 168,954.00	\$ 4.20
6 Wood & Plastics	\$ 32,916.00	\$ 15,000.00	\$ 7,500.00	\$ 5,500.00	\$ 9,400.00	\$ 70,316.00	\$ 1.86
7 Thermal & Moisture Protection	\$ 2,730.00	\$ 2,230.00	\$ -	\$ -	\$ 33,430.00	\$ 36,390.00	\$ 1.02
8 Doors & Windows	\$ 18,624.00	\$ 19,874.00	\$ 25,000.00	\$ 6,375.00	\$ 17,575.00	\$ 87,448.00	\$ 2.31
9 Finishes	\$ 185,709.50	\$ 235,795.50	\$ -	\$ 15,680.00	\$ 34,418.00	\$ 471,603.00	\$ 12.47
10 Specialties	\$ 20,000.00	\$ 19,225.00	\$ -	\$ 2,500.00	\$ 4,950.00	\$ 26,675.00	\$ 0.71
11 Equipment	\$ 72,790.00	\$ 235,000.00	\$ -	\$ -	\$ -	\$ 255,000.00	\$ 6.74
12 Furnishings	\$ -	\$ 125,000.00	\$ -	\$ -	\$ -	\$ 197,790.00	\$ 5.23
13 Special Construction	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	\$ 40,000.00	\$ 80,000.00	\$ 2.12
14 Conveying Systems	\$ 30,000.00	\$ 57,000.00	\$ -	\$ 30,000.00	\$ 34,000.00	\$ 151,000.00	\$ 3.99
15 Plumbing	\$ 66,862.50	\$ 600.00	\$ -	\$ 20,590.00	\$ 8,600.00	\$ 96,652.50	\$ 2.56
16 Fire Protection	\$ 50,000.00	\$ 377,920.00	\$ -	\$ 50,000.00	\$ 50,000.00	\$ 527,920.00	\$ 13.96
17 HVAC	\$ 199,535.00	\$ 190,035.00	\$ -	\$ 113,624.00	\$ 53,800.00	\$ 556,994.00	\$ 14.73
18 Electrical	\$ 44,252.00	\$ 44,252.00	\$ 44,200.00	\$ 46,700.00	\$ 68,200.00	\$ 247,604.00	\$ 6.55
19 General Requirements	\$ 1,565,160.65	\$ 1,827,732.70	\$ 796,209.00	\$ 533,229.00	\$ 960,743.00	\$ 5,683,074.35	\$ 150.26
Sub - Total	\$ 125,212.85	\$ 146,218.62	\$ 63,696.72	\$ 42,658.32	\$ 76,859.44	\$ 454,645.95	\$ 12.02
Contingency - 8%	\$ 15,720.47	\$ 18,357.75	\$ 7,997.12	\$ 5,355.75	\$ 9,649.70	\$ 57,080.80	\$ 1.51
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Labor / Performance Bond	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub - Total	\$ 1,706,093.98	\$ 1,992,309.06	\$ 867,902.84	\$ 581,243.07	\$ 1,047,252.14	\$ 6,194,801.10	\$ 163.792631
Fee - 4%	\$ 68,243.76	\$ 79,692.36	\$ 34,716.11	\$ 23,249.72	\$ 41,890.09	\$ 247,792.04	\$ 6.55
Building Total	\$ 1,774,337.73	\$ 2,072,001.43	\$ 902,618.96	\$ 604,492.79	\$ 1,089,142.23	\$ 6,442,593.14	\$ 170.34

ADD 3% Escalation for work completed in 2003

General Conditions	MO	\$ 45,000.00	\$ 270,000.00	\$ 270,000.00	\$ 180,000.00	\$ 180,000.00	\$ 180,000.00	\$ 270,000.00	\$ 1,170,000.00	\$ 30.94
Sub - Total		\$	\$ 270,000.00	\$ 270,000.00	\$ 180,000.00	\$ 180,000.00	\$ 180,000.00	\$ 270,000.00	\$ 1,170,000.00	\$ 30.94

2 Site Work

Site Clearing & Earthwork	19,560.00	SF	\$ 1.50	\$ 19,657.80	\$ 9,682.20	\$	\$	\$	\$	\$ 29,340.00	\$ 0.78
Selective Demolition	33,518.00	SF		\$ 14,172.00	\$ 14,172.00	\$	\$	\$ 43,866.00	\$	\$ 72,210.00	\$ 1.91
Earthwork	1.00	LS		\$ 5,000.00	\$ 5,000.00	\$	\$	\$ 23,900.00	\$	\$ 33,900.00	\$ 0.90
Sewer & Water Taps		EA		\$	\$	\$	\$	\$	\$	\$	\$
Storm & Sanitary	1.00	ALLO	\$ 50,000.00	\$ 25,000.00	\$ 25,000.00	\$	\$	\$	\$	\$ 50,000.00	\$ 1.32
Water Lines		EA		\$	\$	\$	\$	\$	\$	\$	\$
Storm Water Retention System		ALLO		\$	\$	\$	\$	\$	\$	\$	\$
Bituminous Paving	1,245.00	SY	\$ 21.00	\$ 26,145.00	\$	\$	\$	\$	\$	\$ 26,145.00	\$ 0.69
Concrete Walks & Ramps	6,864.00	SF	\$ 5.00	\$ 34,320.00	\$	\$	\$	\$	\$	\$ 34,320.00	\$ 0.91
Concrete Stairs	266.00	LF	\$ 25.00	\$ 1,250.00	\$ 1,250.00	\$	\$	\$	\$	\$ 1,250.00	\$ 0.03
Concrete Retaining Walls	23.00	CY	\$ 750.00	\$ 9,000.00	\$ 9,000.00	\$	\$	\$	\$	\$ 9,000.00	\$ 0.24
Concrete Curbs	706.00	LF	\$ 12.00	\$ 8,472.00	\$	\$	\$	\$	\$	\$ 8,472.00	\$ 0.22
Fencing		LF		\$	\$	\$	\$	\$	\$	\$	\$
Lawn Sprinklers		ALLO		\$	\$	\$	\$	\$	\$	\$	\$
Site Furnishings	1.00	ALLO	\$ 1,000.00	\$ 1,000.00	\$	\$	\$	\$	\$	\$ 1,000.00	\$ 0.03
Landscaping	1.00	ALLO	\$ 10,000.00	\$ 10,000.00	\$	\$	\$	\$	\$	\$ 10,000.00	\$ 0.26
Sub - Total			\$	\$ 143,766.80	\$ 64,104.20	\$	\$	\$ 67,766.00	\$ 275,637.00	\$ 7.29	

3 Concrete

New Concrete Frost Walls	29.00	CY	\$ 500.00	\$	\$ 2,500.00	\$	\$	\$ 12,000.00	\$	\$ 14,500.00	\$ 0.38
New Concrete Footings	73.00	CY	\$ 350.00	\$	\$ 12,950.00	\$	\$	\$ 12,600.00	\$	\$ 25,550.00	\$ 0.68
New Elevator Pits	24.00	CY	\$ 750.00	\$ 9,000.00	\$	\$	\$ 9,000.00	\$	\$ 18,000.00	\$ 0.48	
Structural Concrete walls	17.00	CY	\$ 500.00	\$	\$ 8,500.00	\$	\$	\$	\$ 8,500.00	\$ 0.22	
New Slab on Grade	83.00	CY	\$ 450.00	\$ 25,200.00	\$	\$	\$	\$ 12,150.00	\$	\$ 37,350.00	\$ 0.99
New concrete on metal deck	155.00	CY	\$ 500.00	\$	\$ 12,000.00	\$	\$ 49,500.00	\$ 16,000.00	\$	\$ 77,500.00	\$ 2.05
Metal pan stair,concrete infill	4.00	CY	\$ 1,000.00	\$ 2,000.00	\$	\$	\$	\$ 2,000.00	\$	\$ 4,000.00	\$ 0.11
Theater Floor Patch	1.00	ALLO	\$ 10,000.00	\$	\$ 10,000.00	\$	\$	\$	\$	\$ 10,000.00	\$
Sub - Total			\$	\$ 36,200.00	\$ 45,950.00	\$	\$ 49,500.00	\$ 63,750.00	\$ 195,400.00	\$ 5.17	

4 Exterior Enclosure

	SF	Plaster & Paint	Remediation	Space	Totals	TOTALS	SF
Masonry & Terra Cotta Remediation	30,111.00	\$	\$	\$	\$	\$	
Terra Cotta Shapes @ Roof	4.00	\$ 5,000.00	\$ 391,443.00	\$	\$	\$ 391,443.00	0.35
New Storefront System	1,125.00	\$ 62.00	\$ 20,000.00	\$	\$	\$ 20,000.00	0.53
Storefront Header	145.00	\$ 45.00	\$	\$	\$	\$ 69,830.00	1.89
Light Gauge Framing/Sheathing	8,740.00	\$ 7.00	\$	\$ 3,080.00	\$	\$ 61,180.00	1.62
Brick Veneer	9,604.00	\$ 25,067.00	\$	\$ 9,680.00	\$	\$ 211,288.00	5.59
Precast Stone Shapes, sills only	118.00	\$ 11,800.00	\$	\$	\$	\$ 11,800.00	0.31
Modified Bit. Roof System	32,481.00	\$ 8.27	\$	\$	\$ 11,291.00	\$ 129,796.85	3.43
Repairs to Theater Roof System	18,896.00	\$ 3.00	\$	\$	\$	\$ 56,688.00	1.50
Reglaze Skylights	4.00	\$ 2,500.00	\$	\$	\$	\$ 10,000.00	0.26
New Aluminum Windows	1,014.00	\$ 60.00	\$ 40,680.00	\$	\$ 20,160.00	\$ 60,840.00	1.61
Plaster Soffits	1,172.00	\$ 25.00	\$	\$	\$	\$ 29,300.00	0.77
Wall Louvers	100.00	\$ 5,000.00	\$	\$	\$	\$ 5,000.00	0.13
Rework Theater Vestibule SF Doors	12.00	\$ 1,000.00	\$	\$	\$	\$ 12,000.00	0.32
Replace Theater Vestibule SF Doors		\$	\$	\$	\$	\$	
Sub - Total		\$ 319,696.85	\$ 518,811.00	\$ 12,760.00	\$ 158,754.00	\$ 1,075,690.85	28.44

5 Metals

Structural Steel Frame	4,756.00	SF	\$ 8.00	\$	\$	\$	
Metal Stairs & Railings	4.00	EA	\$ 7,000.00	\$	\$	\$	
Elevator Steel	2.00	Sets	\$ 1,500.00	\$	\$	\$	
Misc. Metals	1.00	LS	\$ 55,000.00	\$	\$	\$	
Sign Bracket	11.00	Sets	\$ 500.00	\$	\$	\$	
RTU Frames	11.00	EA	\$ 750.00	\$	\$	\$	
Step Railings	94.00	LF	\$ 50.00	\$	\$	\$	
Catwalk Repairs	1.00	ALLO	\$ 5,000.00	\$	\$	\$	
Sub - Total			\$ 52,078.00	\$ 20,698.00	\$	\$ 46,100.00	4.20

6 Wood & Plastics

Rough Carpentry	1.00	LS	\$ 22,500.00	\$	\$	\$	
Plastic Fabrications	118.00	LF	\$ 12.00	\$	\$	\$	
Install Doors / Frames / Hardware	54.00	EA	\$ 300.00	\$	\$	\$	
Install Misc. Specialties	24.00	Sets	\$ 300.00	\$	\$	\$	
Concession Stand	1.00	ALLO	\$ 3,000.00	\$	\$	\$	
Finish Carpentry	1.00	ALLO	\$ 20,000.00	\$	\$	\$	
Sub - Total			\$ 32,916.00	\$ 7,500.00	\$ 5,500.00	\$ 70,316.00	1.86

7 Thermal & Moisture Protection

Dampproofing	2,164.00	SF	\$ 2.00	\$	\$	\$	
Caulking & Sealants	1.00	LS	\$ 4,000.00	\$	\$	\$	
Sprayed on Fireproofing	18,604.00	LS	\$ 2.00	\$	\$	\$	
Sub - Total			\$ 2,730.00	\$ 2,230.00	\$	\$ 38,390.00	1.02

Hollow Metal Frames	44.00	EA	\$	125.00	\$	1,500.00	\$	1,250.00	\$	625.00	\$	2,125.00	\$	5,500.00	\$	0.15
Hollow Metal Doors	13.00	EA	\$	250.00	\$	1,250.00	\$	1,000.00	\$	-	\$	1,000.00	\$	3,250.00	\$	0.09
Wood Doors	41.00	EA	\$	350.00	\$	2,450.00	\$	4,200.00	\$	1,750.00	\$	5,950.00	\$	14,350.00	\$	0.38
Finish Hardware	54.00	EA	\$	706.00	\$	12,800.00	\$	12,800.00	\$	4,000.00	\$	8,500.00	\$	38,100.00	\$	1.01
Mirrors	104.00	SF	\$	12.00	\$	624.00	\$	624.00	\$	-	\$	-	\$	1,248.00	\$	0.03
Stage Overhead Door	-	EA	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Stage Vents	1.00	EA	\$	25,000.00	\$	-	\$	-	\$	25,000.00	\$	-	\$	25,000.00	\$	-
Sub - Total			\$	18,624.00	\$	19,874.00	\$	19,874.00	\$	6,375.00	\$	17,575.00	\$	87,448.00	\$	2.31

9 Finishes

Drywall Partitions	3,612.00	SF	\$	5.00	\$	2,520.00	\$	2,520.00	\$	4,260.00	\$	4,800.00	\$	14,100.00	\$	0.37
Demising & Rated Partitions	9,588.00	SF	\$	7.00	\$	9,702.00	\$	9,702.00	\$	10,920.00	\$	14,028.00	\$	44,352.00	\$	1.17
Drywall Ceilings and Soffits	1,425.00	SF	\$	5.00	\$	3,562.50	\$	3,562.50	\$	-	\$	-	\$	7,125.00	\$	0.19
Ceramic Tile	5,436.00	SF	\$	10.00	\$	15,925.00	\$	15,925.00	\$	-	\$	8,090.00	\$	39,940.00	\$	1.08
Terrazzo Repairs & Clean	1.00	ALLO	\$	5,000.00	\$	-	\$	5,000.00	\$	-	\$	-	\$	5,000.00	\$	0.13
Refurbish Vestibule	-	ALLO	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Wood Stage Flooring	816.00	SF	\$	10.00	\$	8,160.00	\$	8,160.00	\$	-	\$	-	\$	8,160.00	\$	0.22
Resilient Flooring & Base	908.00	SF	\$	2.50	\$	1,000.00	\$	1,270.00	\$	-	\$	-	\$	2,270.00	\$	0.06
Carpeting	372.00	SY	\$	50.00	\$	18,600.00	\$	18,600.00	\$	-	\$	-	\$	18,600.00	\$	0.49
Sealed Concrete, Tickeling	778.00	SF	\$	2.00	\$	1,556.00	\$	1,556.00	\$	-	\$	-	\$	1,556.00	\$	0.04
Painting	1.00	LS	\$	23,000.00	\$	-	\$	15,000.00	\$	500.00	\$	7,500.00	\$	23,000.00	\$	0.61
Plaster Repairs, Scaffold, Dec. Paint	1.00	ALLO	\$	300,000.00	\$	150,000.00	\$	150,000.00	\$	-	\$	-	\$	300,000.00	\$	7.93
Retail & Restaurant Finishes	by tenant		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	7.93
Theatrical Support Finishes	not included		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Misc. Stone Work @ Theater	1.00	ALLO	\$	7,500.00	\$	3,000.00	\$	4,500.00	\$	-	\$	-	\$	7,500.00	\$	0.20
Sub - Total			\$	185,709.50	\$	235,795.50	\$	235,795.50	\$	15,680.00	\$	34,418.00	\$	471,603.00	\$	12.47

10 Specialties

Toilet Partitions, Retail	11.00	EA	\$	-	\$	-	\$	-	\$	2,500.00	\$	3,000.00	\$	5,500.00	\$	0.15
Signage	-	LS	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Toilet Partitions, Theater	13.00	EA	\$	1,000.00	\$	13,000.00	\$	13,000.00	\$	-	\$	-	\$	13,000.00	\$	0.34
Telephone Enclosures, Theater	2.00	EA	\$	1,000.00	\$	2,000.00	\$	2,000.00	\$	-	\$	-	\$	2,000.00	\$	0.05
Toilet Accessories	24.00	Sets	\$	325.00	\$	4,225.00	\$	4,225.00	\$	-	\$	1,950.00	\$	6,175.00	\$	0.16
Sub - Total			\$	-	\$	19,225.00	\$	19,225.00	\$	2,500.00	\$	4,950.00	\$	26,675.00	\$	0.71

11 Equipment

	Plaster & Paint	Remediation	Space	Totals	TOTALS	SF
Repairs to Marque	1.00 ALLO \$ 20,000.00	\$	\$	\$	\$ 20,000.00	0.53
Portable Thrust Stage	180.00 SF \$ 50.00	\$	\$	\$	\$ 9,000.00	0.24
Stage Rigging	12.00 Sels \$ 8,000.00	\$	\$	\$	\$ 96,000.00	2.54
Drapery / Curtains	1.00 ALLO \$ 40,000.00	\$	\$	\$	\$ 40,000.00	1.06
35mm Platter Servd Proj,Equip	1.00 LS \$ 30,000.00	\$	\$	\$	\$ 30,000.00	0.79
Cloud Machines	1.00 ALLO \$ 5,000.00	\$	\$	\$	\$ 5,000.00	0.13
Moon Projector	1.00 ALLO \$ 5,000.00	\$	\$	\$	\$ 5,000.00	0.13
Night Sky Lighting Effects	1.00 ALLO \$ 20,000.00	\$	\$	\$	\$ 20,000.00	0.53
Projection Screen with Speakers	1.00 ALLO \$ 5,000.00	\$	\$	\$	\$ 5,000.00	0.13
Auditorium Speakers,Dolby/THX	1.00 ALLO \$ 25,000.00	\$	\$	\$	\$ 25,000.00	0.68
Sub - Total	\$ 20,000.00	\$ 235,000.00	\$	\$	\$ 255,000.00	6.74

12 Furnishings

Artwork	by Owner LS	\$	\$	\$	\$	-
Sound Doors	1.00 ALLO \$ 10,000.00	\$	\$	\$	\$ 10,000.00	0.26
Furniture	by Owner LS	\$	\$	\$	\$	-
Entrance Mats,Install Only	- EA	\$	\$	\$	\$	-
Seating	773.00 EA \$ 230.00	\$	\$	\$	\$ 177,790.00	4.70
Awnings	5.00 EA \$ 2,000.00	\$	\$	\$	\$ 10,000.00	0.26
Sub - Total	\$ 72,790.00	\$ 125,000.00	\$	\$	\$ 197,790.00	5.23

13 Special Construction

NO WORK THIS DIVISION	\$	\$	\$	\$	\$	-
Sub - Total	\$	\$	\$	\$	\$	-

14 Conveying Systems

Hydraulic Elevators / Lift	4.00 EA	\$ 20,000.00	\$	\$	\$ 40,000.00	2.12
Sub - Total	\$ 20,000.00	\$ 20,000.00	\$	\$	\$ 80,000.00	2.12

15 Plumbing

Plumbing System	1.00 LS	\$ 30,000.00	\$	\$	\$ 30,000.00	0.79
Water Closets	21.00 EA	\$ 2,500.00	\$	\$	\$ 52,500.00	1.39
Urinals	5.00 EA	\$ 2,500.00	\$	\$	\$ 12,500.00	0.33
Lavs	18.00 EA	\$ 2,500.00	\$	\$	\$ 45,000.00	1.19
Sump Pit Repairs	1.00 LS	\$ 5,000.00	\$	\$	\$ 5,000.00	0.13
Sump Pumps	3.00 EA	\$ 1,500.00	\$	\$	\$ 1,500.00	0.04
Drinking Fountain	1.00 EA	\$ 2,000.00	\$	\$	\$ 2,000.00	0.05
Grease Traps	2.00 EA	\$ 2,500.00	\$	\$	\$ 2,500.00	0.07
Sub - Total	\$ 30,000.00	\$ 57,000.00	\$ 30,000.00	\$	\$ 151,000.00	3.99

16 Fire Protection

Fire Sprinkler System	37,821.00	SF	\$ 2.50	\$	66,262.50	\$	600.00	\$	20,290.00	\$	8,000.00	\$	94,552.50	\$	2.50
Fire Extinguishers & Cabinets	14.00	EA	\$ 150.00	\$	600.00	\$	300.00	\$	300.00	\$	600.00	\$	2,100.00	\$	0.08
Fire Pumps	.	EA	.	\$	.	\$	.	\$	.	\$	.	\$	.	\$	.
Sub - Total				\$	66,862.50	\$	600.00	\$	20,590.00	\$	8,600.00	\$	96,652.50	\$	2.58

17 HVAC

Retail/ Office Roof Top Units	50.00	Tons	\$ 2,000.00	\$	50,000.00	\$	50,000.00	\$	50,000.00	\$	50,000.00	\$	100,000.00	\$	2.64
Theatrical Support Roof Top Units	25.00	Tons	\$ 2,000.00	\$	.	\$	.	\$	.	\$	50,000.00	\$	50,000.00	\$	1.32
Theater HVAC System	18,896.00	LS	\$ 20.00	\$	.	\$	377,920.00	\$	.	\$	.	\$	377,920.00	\$	9.99
Sub - Total				\$	50,000.00	\$	377,920.00	\$	50,000.00	\$	50,000.00	\$	527,920.00	\$	13.96

18 Electrical

Electrical System	37,821.00	SF	\$ 27.00	\$	132,525.00	\$	132,525.00	\$	81,160.00	\$	32,000.00	\$	378,210.00	\$	10.00
Building, Exterior Light Fixtures	33.00	EA	\$ 1,000.00	\$	9,000.00	\$	.	\$	.	\$	9,000.00	\$	18,000.00	\$	0.48
Parking Lot Fixtures	2.00	EA	\$ 2,500.00	\$	5,000.00	\$	.	\$	.	\$	.	\$	5,000.00	\$	0.13
Retail 100amp Panels	Included	EA	\$	\$	.	\$	.	\$	.	\$	.	\$	.	\$	.
Theater 2500amp Service	Included	LS	\$	\$	.	\$	.	\$	.	\$	.	\$	.	\$	.
Fire Alarm Systems	37,821.00	SF	\$ 2.00	\$	26,505.00	\$	26,505.00	\$	16,232.00	\$	6,400.00	\$	75,642.00	\$	2.00
Super Trooper Spot Lights	2.00	EA	\$ 2,250.00	\$	4,500.00	\$	4,500.00	\$	.	\$	.	\$	4,500.00	\$	0.12
Phone System, Raceways	37,821.00	SF	\$ 1.00	\$	13,252.50	\$	13,252.50	\$	8,116.00	\$	3,200.00	\$	37,821.00	\$	1.00
Security System, Raceways	37,821.00	SF	\$ 1.00	\$	13,252.50	\$	13,252.50	\$	8,116.00	\$	3,200.00	\$	37,821.00	\$	1.00
Sub - Total				\$	199,535.00	\$	190,035.00	\$	113,624.00	\$	53,800.00	\$	556,994.00	\$	14.73

19 General Requirements

Final Cleanup	1.00	LS	\$ 35,000.00	\$	9,100.00	\$	9,100.00	\$	2,500.00	\$	3,200.00	\$	23,900.00	\$	0.63
Periodic Cleanup	-	WK	\$ 2,600.00	\$	35,152.00	\$	35,152.00	\$	44,200.00	\$	65,000.00	\$	223,704.00	\$	5.91
Sub - Total				\$	44,252.00	\$	44,252.00	\$	46,700.00	\$	68,200.00	\$	247,604.00	\$	6.55

EXHIBIT 6

(Financial Management, Purchasing and Accounting Requirements Applicable to the NFP Corp)

Financial Management

In order to meet the Village's fiduciary responsibilities regarding the use of funds allocated to the Project or the Business Plan as outlined in Sections III.A. 1 and III.B. of the Agreement, the Village's Director of Finance may, from time to time, require information from the NFP Corp regarding the contracts, obligations, procedures, and/or other actions of the NFP Corp. Such information shall be provided by the NFP Corp upon request. In addition, the Village's Director of Finance may require the NFP Corp to establish such policies and procedures as he/she deems appropriate to guarantee and safe guard the use of Village funds and to ensure that the fiduciary responsibilities of the Village are met.

Purchasing Requirements

NFP Corp shall follow the provisions and requirements of the Village's "Purchasing Policies and Procedure Manual," as amended from time to time by the Village, along with the provisions of Chapter 35 of the Village Code (hereinafter collectively referred to as the "Manual"). A copy of the Manual shall be provided to the NFP Corp by the Village upon execution of the Agreement. Any revisions to the Manual will be forwarded to the NFP Corp upon approval by the Village. Questions regard the Manual shall be directed to the Village's Director of Finance or his/her designee. In accordance with the provisions of the Manual, the Village Manager, or his/her designee, shall have the final authority with respect to any disagreement that may arise between the Village and the NFP Corp regarding the applicability of, or interpretation of, any of the provisions of the Manual.

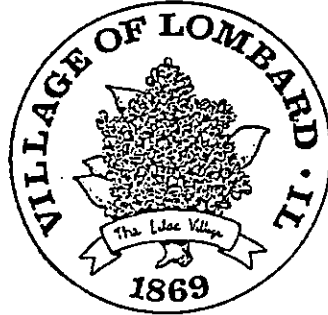
Accounting Requirements

In regard to its accounting practices, the NFP Corp shall follow Generally Accepted Accounting Principles (GAAP) for not-for-profit corporations and shall establish accounting practices, procedures and financial reporting systems in accordance with GAAP for not-for-profit corporations. All filings as required by GAAP for not-for-profit corporations shall be complied with by the NFP Corp. The NFP Corp shall develop internal accounting controls designed to provide reasonable assurance that assets of the NFP Corp are safeguarded and financial records are reliable.

EXHIBIT 7

(Standard Village Contract Specifications and Contract Documents)

The NFP Corp is required to comply with the appropriate sections of the Village's Purchasing Policies and Procedure Manual. In accordance with the provisions of that manual, the NFP Corp will be responsible for preparing bid documents and contracts using the standard Specification & Contract Documents developed by the Village and as amended from time to time. Copies of the current Specification and Contract Documents for Services, Goods, Goods and Installation, and Construction Projects are attached and made part hereto.



VILLAGE OF LOMBARD
SPECIFICATION & CONTRACT DOCUMENT NUMBER (NUMBER)
FOR
(PLACE DESCRIPTION OF PURCHASE HERE)

Bid Opening Date..... : (DATE)
Bid Opening Time..... : (TIME)
Bid Opening Location..... : (LOCATION)
Bid Opening Room Number : (ROOM#)
Bid Deposit..... : (AMOUNT)
Performance Bond..... : (YES/NO)

Obtain information from and submit bids to:

Melissa Mundt
Management Analyst
Village of Lombard
255 E. Wilson Avenue
Lombard, Illinois 60148
(630) 620-5700

Note: This cover sheet is an integral part of the contract documents and is, as are all of the following documents, part of any contract executed between the Village of Lombard and any successful bidder. Do not detach any portion of this document. Invalidation may result.

December 12, 2002

Dear Sir or Madam:

Your attention is directed to the attached legal advertisement which appeared in the *(DAY AND DATE)* edition of the *(NAME OF NEWSPAPER)* requesting sealed bid proposals for *(DESCRIPTION OF ITEMS BEING BID)*.

Specific instructions to bidders and specifications are enclosed.

The Village of Lombard reserves the right to reject any or all bids and to waive all technicalities or to accept the proposal deemed most advantageous to the Village of Lombard.

We welcome your bid.

Sincerely,

Melissa Mundt
Management Analyst

MG/gs

GENERAL TERMS, CONDITIONS & INSTRUCTIONS

PREPARATION OF PROPOSAL

The bidder shall prepare proposal on the attached proposal forms furnished by the Management Analyst. Do not detach any portion of this document. Invalidation may result.

All blank spaces on the proposal page or pages, applicable to the subject specification, must be correctly completed in ink or type written. All signatures must be completed in ink.

If bidder is a corporation, the President and Secretary shall execute the bid and the corporate seal shall be affixed. In the event this bid is executed by other than the President, attach hereto a certified copy of that section of corporate By-Laws or other authorization by the corporation which permits the person to execute the offer for the corporation.

If bidder is a partnership, all partners shall execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Management Analyst shall be submitted.

SUBMISSION OF PROPOSAL

All bids must be delivered to the office of the Management Analyst by the specified opening time of the bid. Bids arriving after the specified time will not be accepted. Mailed bids arriving after the specified time will not be accepted regardless of post marked time on the envelope.

All bids should be submitted in a sealed 9" x 12" or 10" x 13" envelope. A preprinted orange and white label is provided by the Village and must be completely filled out and applied to the sealed envelope. The information needing to be completed by each bidder is as follows: bidder's name, address, bid item name and bid opening location, room number, time, and date.

Any bidder who does not submit a proposal is requested to return bidding documents, stating the reason for failure to submit thereon, and requesting that the bidder's name be retained on our mailing list, if desired. Bidders not submitting proposals may otherwise be removed from our bid mailing list.

BID DEPOSIT

When required on the cover sheet, all bids shall be accompanied by a bid deposit in the amount specified. Bid deposits shall be in the form of a bid bond, cash, a certified check or cashier's check drawn on a responsible bank doing business in the United States and shall be made payable to the Village of Unbard. All bids not accompanied by a bid deposit, when required, will be rejected.

The bid deposits of all except the three (3) lowest responsive and responsible bidders on each contract will be returned within fourteen (14) calendar days after the opening of the bid. The bid deposit of the

SAMPLES

Samples, if required, must be furnished free of expense to the Village on or before date specified; if not destroyed in examination, they will be returned to bidder, if requested, at his expense. Each sample must be marked with bidder's name, address, subject of proposal, date, and time of bid opening. DO NOT ENCLOSE IN OR ATTACH BID TO SAMPLE.

INSPECTIONS

The Village shall have the right to inspect any material, component equipment, supplies, services, or completed work specified herein before acceptance. Any of said items not complying with these specifications are subject to rejection at the option of the Village. Any items rejected shall be removed from the premises of the Village and/or replaced at the entire expense of the successful bidder.

SPECIAL HANDLING

Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the supplier will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Supplier shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act. Failure or delay in providing data sheets may result in disqualification of your offer.

DELIVERY

All materials shipped to the Village of Lombard must be shipped F.O.B. delivered, designated location, Lombard, Illinois. If delivery is made by truck, arrangements must be made in advance by the contractor in order that the Village may arrange for receipt of the materials. The materials must then be delivered where directed and may be required to be inside delivery. Truck deliveries will be accepted between 8:30 a.m. and 3:30 p.m. on weekdays only. No deliveries will be accepted on Saturdays, Sundays, or holidays.

DISCOUNTS

Cash discounts will be considered in the evaluation of the bids. Bidders shall indicate terms as 1% - 20 days, net 30 days, 2% - 20 days, net 30 days, or 1% - 30 days, etc. Where cash discounts are offered, the discount date should begin with the invoice date or delivery date to the Village, whichever is later. No discount of less than 1% will be considered or for a period of less than 20 days. If no discount is taken, payment will be made 30 days after receipt and inspections have been completed.

its officers, agents and/or employees arising out of, or in performance of any of the provisions of the contract, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the Village of Lombard, its officers, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The contractor shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities.

PERMITS AND LICENSES

The successful bidder shall obtain, at its own expense, all permits and licenses which may be required to complete the contract, and/or required by municipal, state, and federal regulations and laws.

SUBLETTING OF CONTRACT

No contract awarded by the Village of Lombard shall be assigned or any part sub-contracted without the written consent of the Management Analyst. In no case shall such consent relieve the successful bidder of his obligation or change the terms of the contract.

GUARANTEES AND WARRANTIES

All guarantees and warranties from manufacturers shall be furnished by the contractor and shall be delivered to the Management Analyst before final voucher on the contract is issued. The contractor warrants to the owner that materials and equipment furnished under the contract will be of good quality and new unless otherwise required or permitted by the contract documents and that the work will be free from defects in material and workmanship for one year from the date of issuance of the final payment by owner and any deficiencies shall be corrected by the contractor under this warranty immediately upon notification from the owner.

WITHDRAWAL OF PROPOSAL

Bidders may withdraw or cancel their proposals at any time prior to the advertised bid opening time by signing a request therefore. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days. The successful bidder shall not withdraw or cancel its proposal after having been notified by the Management Analyst that said proposal has been accepted by the Village Board. Failure on the part of the successful bidder to execute a contract within fifteen days of its receipt or to provide an acceptable bond shall be considered just cause to withdraw the award. In such case the bid deposit shall be forfeited as liquidated damages.

- g.** The quality, availability, and adaptability of the supplies or contractual services to the particular use required;
- h.** The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i.** The number and scope of conditions attached to the bid;
- j.** Whether the bidder has a place of business in the Village;
- k.** Responsiveness to the exact requirements of the invitation to bid;
- l.** Ability to work cooperatively with the Village and its administration; and
- m.** Past records of the bidder's transaction with the Village or with other entities as evidence of the bidder's responsibility, character, integrity, reputation, judgment, experience, efficiency, and cooperativeness.

The Village may reject any and all bids, and may order a re-advertisement for new bids.

The bidder, if requested, must present within three (3) working days, evidence satisfactory to the Management Analyst of ability and possession of necessary facilities, financial resources, and adequate insurance to comply with the terms of these specifications and contract documents.

The Management Analyst shall represent and act for the Village in all matters pertaining to this proposal and contract in conjunction therewith. The Village reserves the right to accept or reject any and all proposals or to waive technicalities, or to accept or reject any item of any proposal, and to disregard any informality on the bids and bidding, when in its opinion the best interest of the Village will be served by such actions.

The bids shall be awarded to the lowest responsible bidder who submits the responsive bid that is most advantageous to the public. In determining the responsibility of any bidder, the Village may take into account other factors in addition to financial responsibility such as past records of its or other entities' transactions with the bidder, experience, ability to work cooperatively with the Village and its administration, adequacy of equipment, ability to complete performance within the necessary time limits, and other pertinent considerations such as, but not limited to, reliability, reputation, competency, skill, efficiency, facilities, and resources. Written notification of award of contract will be mailed to each bidder within ten (10) working days of the President and Board of Trustees' decision.

- f. Bidder currently listed among "debarred" bidders list. "Debarred" bidders list is a list of vendors who have not complied with the rules and regulations of Village contracts. If you have any questions, please contact Melissa Mundt, Management Analyst;
- g. Reasonable basis to suspect either conflict of interest or collusion among bidders;
- h. Bidder fails to submit required information, literature, samples, or affidavits with bid;
- i. Late bids;
- j. Failure of any authorized person to sign bid; and
- k. Bidder is prohibited by local, state or federal law from entering into public contracts.

CANCELLATION

The Village reserves the right to cancel the whole or any part of the contract if the contractor fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The contractor will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the Village, fires or floods.

DEFAULT

In case of the default by the contractor, the Village will procure articles or services from other sources and hold the contractor responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

INTERPRETATION OF CONTRACT DOCUMENTS

Any bidder in doubt as to the true meaning of any part of the specifications or other contract documents, may obtain information from the Village regarding clarification of the plans and specifications. Information furnished by the Village shall be made in writing and furnished to all contractors who have requested plans and specifications. The information shall also be placed on file and be made available to the public. Any bidder in doubt of the true meaning of this document must submit to the Management Analyst a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Such interpretation will be made only by an addendum duly issued by the Management Analyst. In the event that a written addendum is issued, either as a result of a request for interpretation or the result of a change in the specifications initiated by the Village, a copy of such addendum will be mailed to all bidders known to the Village and made available to the public. The Village will not assume the responsibility for receipt of such addendum. In all cases, it will be the bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgment of receipt of each addendum issued with the bid submission. Oral explanations will not be binding. No clarifications, interpretations or addenda shall be issued after the fourth working day prior to bid opening.

The term "Village" whenever used in the specifications shall be construed to mean the Village of Lombard, DuPage County, Illinois.

and filed with the Village together with executed copies of an Additional Insured Endorsement (Insurance Form CG2010 - 1985 version). Said certificates shall contain a clause to the effect that, for the duration of the contract, the insurance policy shall be canceled, expired or changed so as to the amount of coverage only after written notification 30 days in advance has been given to the Village.

- (C) The contractor shall require subcontractors, if any, not protected under the contractor's policies, to take out and maintain insurance of the same nature in amounts, and under the same terms, as required of the contractor.

NON-DISCRIMINATION

a. Bidder/Supplier shall, as a party to a public contract

1. Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
2. By submission of this proposal, the bidder/supplier certifies that he is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2000 (e)); Exec. Order No. 11246, 30 F.R. 12319 (1965); Exec. Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference. The Equal Opportunity Clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.

- b. It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Bidder/supplier shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. S2000 et seq. and The Human Rights Act of the State of Illinois (775 ILCS 5/1 - 101).

VENUE

The parties hereto agree that for purposes of any lawsuit(s) between them concerning the contract, its enforcement, or the subject matter thereof, venue shall be in DuPage County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

PREVAILING WAGES

The Village of Lombard requires all construction contractors bidding on Village projects to be governed the Illinois Prevailing Wage Act as defined in Section 2 of the Prevailing Wage Act (820 ILCS 130/2). Prevailing wage rate updates can be obtained by calling the Illinois Department of Labor at (312) 793-2914, or writing to the Illinois Department of Labor at: 310 S. Michigan Avenue, 10th Floor, Chicago, Illinois 60604, or calling the Lombard Village Hall at (630) 620-5700.

VILLAGE OF LOMBARD
BID PROPOSAL (CONTINUED)

Delivery of the item(s) will be within _____ day(s) following notification of bid award.

State length and terms of warranty(s): _____

Is your bid in compliance with specifications?: ___ Yes ___ No
If answer is no, list deviations on the provided "Specification Deviation" Form.

Signed on this _____ day of _____, 2000.

If an individual or partnership, all individual names of each partner shall be signed:

By _____:

Print Name _____:

Position/Title _____:

By _____:

Print Name _____:

Position/Title _____:

Company Name _____:

Address line 1 _____:

Address line 2 _____:

Telephone _____:

If a corporation, an officer duly authorized should sign and attach corporate seal

PLACE CORPORATE SEAL HERE

By _____:

Print Name _____:

Position/Title _____:

Company Name _____:

Address line 1 _____:

Telephone _____:

Contract Document Number (Number)

Page 19

No additional charges over the total net bid price will be made during the specified Bid/Contract period. The Village of Lombard is exempt from sales or federal tax; therefore, do not include in bid price.

All bid prices shall be shown as F.O.B. destination Lombard, Illinois, unless otherwise stated.

**VILLAGE OF LOMBARD
SPECIFICATION DEVIATION**

We deviated from the desired specifications of the Village of Lombard in the following areas. As best as can be ascertained, there are no other deviations from those listed below:

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE USE THE BACK OF THIS PAGE)

Signature of Bidder

Date

VILLAGE OF LOMBARD

(Sample Contract for Construction Projects)

CONTRACT DOCUMENT NUMBER _____

This agreement is made this ____ day of _____, 20__
between and shall be binding upon the Village of Lombard, an Illinois municipal Corporation hereinafter
referred to as (the "Village") and (_____) hereinafter to as (the "Contractor") and its
successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the contract
documents, the Contractor agrees to perform the services and the Village agrees to pay for the following
services 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 _____
- c. Required Performance and Payment Bonds and Certificate of Insurance

By _____ Position/Title

By _____ Position/Title

Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this ___ day of _____, 20__.

William J. Mueller
Village President

Attest:

Lorraine G. Gerhardt
Village Clerk

Approved for issuance:

Melissa J. Mundt
Management Analyst

Date

Approved contents of contractual documents:

Thomas P. Bayer
Village Attorney

Date

Exhibit "B"

CONTRACTOR'S CERTIFICATION:

Sexual Harassment Policy

_____, having submitted a bid/proposal for
_____, 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: _____
Authorized Agent of Contractor

Subscribed and sworn to
before me this _____
day of _____, 2000.

Notary Public

Exhibit "D"

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.

[Company Name]

By: _____

Its: _____

SUBSCRIBED AND SWORN TO
before me this day
of _____, 2000.

NOTARY PUBLIC

VILLAGE OF LOMBARD

(Contract for Construction Projects)

CONTRACT DOCUMENT NUMBER _____

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 (_____) 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 perform the services and the Village agrees to pay for the following services 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 _____
 - 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. The Contractor represents and warrants that it will comply with all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities.
4. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work on this project within _____ calendar days from the date of the Notice to Proceed. 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.
5. Bonds required to guarantee performance and payment for labor and material for this work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten percent (10%) of the Contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Contractor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.
6. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this Contract the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
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 Position/Title

By Position/Title

Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this __day of _____, 20__.

William J. Mueller
Village President

Attest:

Suzan Kramer
Village Clerk

VILLAGE OF LOMBARD

(Contract for Services)

CONTRACT DOCUMENT NUMBER _____

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 (_____) hereinafter referred to as (the "Contractor").

Witnesseth That in consideration of the mutual promises of the parties delineated in the Contract Documents, the Contractor agrees to perform the services and the Village agrees to pay for the following services 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 _____
 - 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 services 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. Contractor shall not delegate the duties involved in the performance of the services which are the subject matter of this Contract without the written approval of the Village.
4. This Contract represents the entire agreement between the parties and may not be modified without the written approval of both parties.
5. 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 Position/Title

By Position/Title

Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this __day of _____, 20__.

William J. Mueller
Village President

Attest:

Suzan Kramer
Village Clerk

VILLAGE OF LOMBARD

(Contract for Goods)

CONTRACT DOCUMENT NUMBER _____

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 (_____) hereinafter referred to as (the "Contractor").

Witnesseth That in consideration of the mutual promises of the parties delineated in the Contract Documents, the Contractor agrees to sell and the Village agrees to pay for the following described items 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 _____
 - 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 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 delivery of the goods to the Village and acceptance of the goods by the Village.
4. Contractor agrees to perform the terms of this Contract by _____. Time is of the essence of this Contract.
5. 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 Position/Title

By Position/Title

Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this ___ day of _____, 20__.

William J. Mueller
Village President

Attest: _____

Suzan Kramer
Village Clerk

VILLAGE OF LOMBARD

(Contract for Goods and Installation Services)

CONTRACT DOCUMENT NUMBER _____

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 (_____) 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 _____
 - 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 _____, and shall complete installation by _____. 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 Position/Title

By Position/Title

Print Company Name

THE VILLAGE OF LOMBARD, ILLINOIS

Accepted this ___ day of _____, 20__.

William J. Mueller
Village President

Attest:

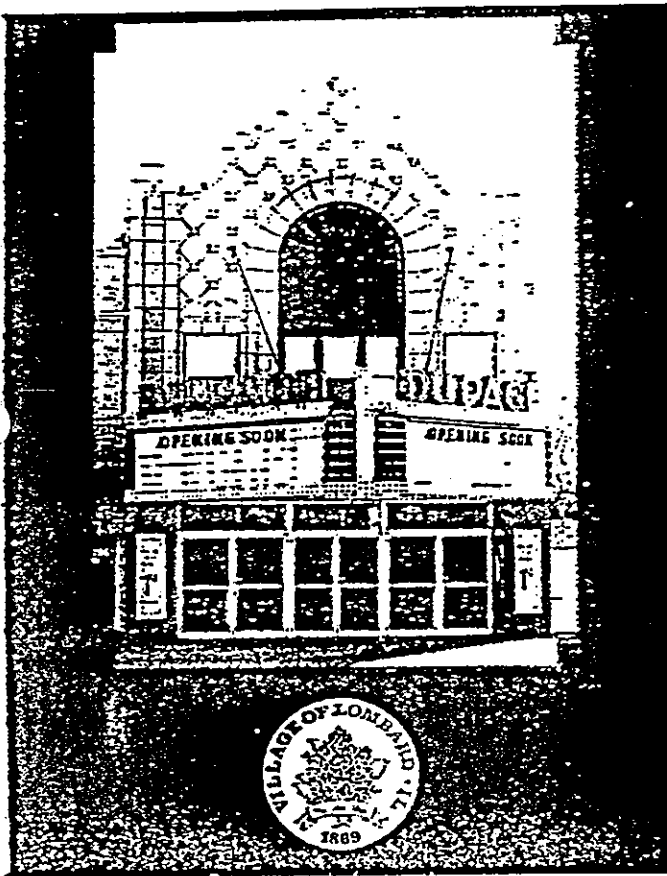
Suzan Kramer
Village Clerk

EXHIBIT 8

(Final Draft Business Plan Document as Reviewed by the Village Board, the Economic/Community Development Committee and the Finance Committee)

Fully Revised

dga management services
and consulting for the arts



DUPAGE THEATRE

A FEASIBILITY AND BUSINESS PLAN STUDY LOMBARD, ILLINOIS

Prepared by Dulcie C. Gilmore
in association with
Janis A. Barlow & Associates

December 19, 2001

Dulcie Gilmore Associates
6451 East 125th Avenue Crown Point, Indiana 46307
(219) 662-7982 FAX (219) 662-7983 dulciegilmore@cs.com

**A FEASIBILITY AND BUSINESS PLAN STUDY
FOR THE
DUPAGE THEATRE AND SHOPS BUILDING
LOMBARD, ILLINOIS**

**Prepared by Dulcie Gilmore Associates
in association with
Janis A. Barlow & Associates**

December 19, 2001

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Dulcie Gilmore Associates is an independent consulting firm specializing in arts management, planning, programming and audience development, with an emphasis in downtown development and historic restoration. The firm has an extensive background in theatre management, presenting arts and entertainment events, restoring and managing historic theatres, and developing and implementing strategic and operating plans. Its principal, Dulcie C. Gilmore, brings 25 years of experience in managing performing arts centers, including the Paramount Arts Centre in Aurora, IL, the Auditorium Theatre in Chicago, and the Oriental Theatre in Chicago. She served as managing director of the Chicago International Film Festival. Other projects have included the Spring Festival of Dance (Chicago), Naperville Area Performing Arts Center (Naperville, IL), Orpheum Theatre (Phoenix, AZ), and Amherst Cinema Center (Amherst, MA). Ms. Gilmore is a director of the League of Historic American Theatres.

Janis A. Barlow is a distinguished performing arts expert who combines comprehensive project planning and management experience with an educational background in theatre, sociology and architecture. From 1971 to 1981 she was active in community, university and professional theatre as a performer, stage manager and administrator. From 1982 to 1990 she served as Theatre Consultant and then Project Manager for the Elgin and Winter Garden theatre restoration to oversee planning, design, administration, restoration, construction, public relations and fund raising for the \$30 million project. Since that time, she has consulted on over 50 different theatre feasibility studies and business plans in the United States, Canada and Sri Lanka. Ms. Barlow has served as a director of the League of Historic American Theatres and the World Encyclopedia of Contemporary Theatre.

1.2 Acknowledgments

The Village of Lombard funded this planning process and document with a grant from the State of Illinois, Department of Commerce and Community Development. The consultants wish to express their gratitude to the Ad Hoc Committee members, Village trustees, volunteers, staff, stakeholders and user groups for their generous contribution of time and expertise, and especially to Virginia Lippig for her exceptional study management.

1.3 Objectives of the Report

- To engage the leadership of the Lombard area and concerned organizations and individuals in a strategic planning process to clarify the mandate of the performing arts center;
- To review the community needs, market conditions and programming opportunities, and recommend strategies to achieve goals and objectives;

1.6 Executive Summary

The Concept

The resurgence of performing arts in traditional downtowns across America is significant. Over \$5 billion was spent since 1970 to restore and renovate former movie theatres into performing arts centers. Lombard's central business district needs a destination point to attract visitors and residents. The DuPage Theatre and Shops building, which combines a 750-seat theatre with restaurant, retail and office space, is ideally situated to become a unique and defining project for the Village of Lombard.

Background

The DuPage Theatre and Shops, built in 1928, was originally used for movies and occasional live events, such as the WLS Barn Dance. After years of gradual deterioration, it was sold in the late 1990s to the Big Ideas, Inc. Producers of family entertainment, Big Ideas determined shortly after purchasing the property that it was too small for their growing business. In an act of commendable corporate benevolence, they donated the building to the Village of Lombard. The property is the only theatre in DuPage County listed on the National Register of Historic Places.

The Organization

The Village established an Ad Hoc Committee of prominent citizens in 2002 to oversee the potential redevelopment of the theatre. The organization is positioned to become the sole provider of non-educational, mid-sized theatrical space in the Lombard area. The business focus is to offer a professionally equipped theatrical space available for community and professional bookings, as well as commercial retail and office space. The property will be owned by the Village and (most likely) operated by a nonprofit, tax exempt 501(c)(3) corporation.

The Market

The company will target producers and promoters of quality performing arts attractions. The market includes 120 regional producing companies, and approximately 30 community arts organizations. The theatre will also market directly to ticket buyers for film programs and a performing arts series. The population of the primary market area is 241,344. DuPage County is one of the most affluent regions in the country, and is continuing to experience growth.

arts and film center?

3. What is your reaction to the proposed restoration of the DuPage Theatre? Why is this project important to Lombard?
4. What would be your major concerns about the proposed project? Are there any constraints or obstacles to the project that you see?
5. Is this a project you would support?
6. Whom do you think this performing arts center should exist to serve? Are there any key users (tenants) you can identify?
7. What would you like to see at a performing arts center? Do you believe that the rental cost of the facility should be underwritten for worthwhile groups unable to pay market rate?
8. What is the competition for this facility?
9. Why would a performing arts and film center be important to Lombard and the region? (e.g., home for artists, tourism, economic development)
10. Who could be the project's most important ally?
11. Who is not an ally?
12. Is there anything else you would like to comment on?

A summary of the responses follows:

- *This project competes with other needs, such as the library, recreation center and the park district*
- *There are many competing theatres in the area, including Downers Grove, Wheaton and Hinsdale*
- *The theatre should exist to serve children – educational mission*
- *Proximity to Chicago creates competition*
- *The Village president is an important ally of the project*

- *Create several small venues within the space – retain the façade and lobby and renovate the remainder of the property*
- *There are no known commitments from potential theatre users*
- *There is a reluctance on the part of Village residents to spend entertainment dollars in Lombard*
- *The DuPage should be a cultural arts center with a broad spectrum of users*
- *The theatre can be a catalyst for downtown revitalization*
- *Groups say they are interested in using the theatre, but can they afford to pay?*
- *20% of the population would vote to tear down the theatre; 20% are passionate about keeping it; and the remainder are uncertain*
- *It is questionable if there is a need for the theatre*
- *People can't remember much about the good times of the theatre's past because it's been in bad shape for a long time*
- *The theatre does not have to be historically restored*
- *Lombard has kept its own identity over the years*
- *This project is important because it will define the vision and values of our community over a long period of time*
- *The arts are an important component to a community's life*
- *There is a need for a multi-purpose performing arts and film facility*
- *Children need some place to go – a wider base of activities than is currently available – and the theatre could provide this*
- *Something needs to be done to stimulate the downtown, to provide a magnet*
- *There is a need for a facility for community theatre, children's programming and pre-teen activities*

2.3 Industry Trends

Since 1970, hundreds of historic movie theatres have been restored as performing arts centers. Northern Illinois has many examples, including Rockford (Coronado), Aurora (Paramount), Joliet (Rialto), Chicago (Oriental, Chicago, Palace). The Theatre Historical Society, located in Elmhurst, Illinois, has extensive records on historic movie theatres.

The League of American Theatres, founded in 1976, exists to serve people who represent ownership and operating interests in historic theatres. Movie theatres typically convert well to performing arts spaces, provided proper technical improvements are made. These buildings usually have significance in their communities. They live in the "collective conscience" of the city or village. Memories of the "first kiss" at a movie come back to life with the building, as well as other special moments in one's life. This is a powerful force in pulling people back to these theatres. Their architectural qualities, which would never be duplicated today, are enjoyable for the audience and pleasing to the performer.

The movement in the last quarter of the 20th Century to restore these theatres has resulted in a resurgence of the arts in cities across the country. Primarily, this has led to an increase in the quality of life of these communities. Secondly, the economic benefits are significant. Thousands of people with disposable income revisit old downtowns. Restaurant, retail and parking revenues are positively impacted. The restored theatre infuses vitality in half-forgotten business districts overshadowed by modern malls.

2.4 Rationale for the Project

The project may be justified on the basis that it will:

- Respond to needs identified
- Act as a partner in social problem solving
- Encourage trade and economic resiliency
- Attract individual and corporate relocation
- Offer personal growth and social development
- Promote community empathy and harmony
- Become a permanent community asset

3.0 MARKET REVIEW and ANALYSIS

A detailed Community Profile is included in the Appendix.

3.3 Economic Activity

- DuPage County, in which Lombard is located, is a particularly high-income area, with median household incomes that easily surpass the state and national levels.
- The unemployment rate in Lombard is currently lower than state and national levels.
- The major occupations of Lombard residents are: administrative support (19.9%), executive, administrative and managerial positions (16.9%), professional specialty occupations (16%) and sales occupations (14.4%).

3.4 Tourism, Performing Arts Venues and Local Attractions

- The Village of Lombard provides a variety of accommodations, including 7 hotels with more than 100 rooms. Many of these properties specialize in long-term stays. Convention and meeting facilities are limited.
- Although there are a wide variety of performing arts venues located in communities throughout DuPage County, there is a lack of purpose-built facilities in the Village of Lombard.
- Local attractions include the Lombard Historical Society Museum and several historic house museums that offer guided tours and educational programs.
- Lilacia Park is home to a wide variety of events sponsored by the Lombard Park District, including the "Holiday Walk" held in December and the "Lilac Time" festival held for two weeks each May.

3.5 Analysis of the Market for Performing Arts

3.5.1 Audience Base

The target market area for performing arts has been defined as Addison, Berkeley, Elmhurst, Glendale, Glen Ellyn, Hinsdale, Northlake, Oak Brook, Villa Park and Wheaton. The total population is 241,344. For a performing arts presentation, according to standards established by the Ford Foundation for the Arts, the pool of potential ticket buyers will be 3% of 241,344 or 7,240 people on any given Thursday, Friday or Saturday night. This is a sufficient potential audience base to

3.6 Summary of Market Analysis – Supply and Demand

- **Facilities** - there are no comparable facilities in Lombard for performing arts or film in the 600-800 seat range
- **Activities** - there are very few performing arts activities offered on a regular basis in Lombard, and only a modest amount of activity in DuPage County
- **Audiences** - regional demographics will easily support a facility of this scope
- **User Groups** - the survey response rate was somewhat less than typical, suggesting that the organization needs to build awareness of the theatre to potential user groups

4.0 STRATEGIC PLAN FOR THE PROJECT

The *project* mission includes the rehabilitation of the DuPage Theatre for use as a center for performing arts and film. In order to clarify the elements of the strategic *business* mission, five questions should be answered:

- *Who are you?*
- *Whom will you exist to serve?*
- *What will you do?*
- *How will you do it?*
- *Why will you do it?*

Before those questions are answered it is useful to air concerns or perceived obstacles to the project. Some of the issues and concerns about the project were expressed in the following way:

- *How will we raise enough money to undertake the project?*
- *How will we manage the overall capital cost and ongoing costs?*
- *How should we communicate with the community about the project?*
- *How do we promote a sense of ownership among the communities that make up Lombard?*
- *How do we build a consistent audience and share of the market? (Is there such thing as a seat saturation level?)*

All the answers to these questions contain a common element: the need for a large, well-informed constituency for the DuPage Theatre. This constituency is cultivated through effective strategic planning and communications. The most important tool of strategic planning and communications is a clear set of vision, values and mission statements. A well-articulated, graphically illustrated statement of vision, mission and values should be presented in draft form for circulation to key stakeholders.

The first step in developing community ownership of the project is to ask for advice and respond

4.2 Values

The values as expressed by the Ad Hoc Committee members are as follows:

- Strong youth orientation
- Good morals
- Safe place to go
- Emphasis on education
- Creating opportunities for all people of the Village to express themselves through the arts
- Access to all community arts groups
- Honesty and openness
- Fair dealing with all users
- Accessibility and affordability for all Village residents

4.3 Defining Theatre Business Arrangements

There are four basic business relationships that are relevant to facility management. They need to be defined and understood before a mission is drafted. They are presented here in order of relative risk and opportunity to generate a surplus:

Rental: Where the facility management reacts to a demand for space and provides a basic infrastructure for public and nonpublic performance or assembly use. The facility charges user groups (or clients) a fixed fee or a fixed fee plus a percentage of box office. There is little or no risk for the facility management, but there is also little control over programming and audience size. This can affect ancillary income.

Co-Present: Where the facility management is more proactive in soliciting and/or supporting a prospective rental user (or client) in order to respond to a program policy or business strategy to develop its client base. The facility offers space, staff advice and services-in-kind and promotional support such as a spot on the monthly calendar and more often, charges a larger percentage of the box office. There is little or no out-of-pocket financial risk, little influence over the nature of the program, but some influence in the marketing of the program and, hopefully, audience size.

Present: Where the facility management chooses programming (usually touring acts) for an intended audience (or customer). The facility finances the artist fees and expenses and cost of promotion and owns the resulting deficit or surplus. This provides an opportunity for the facility to balance

The mission of the DuPage Theatre is to enrich Lombard's quality of life by offering high quality performing arts and film presentations in an historic theatre of regional significance. The Theatre's "open door" policy encourages people from diverse backgrounds to participate in viewing a presentation, or to use the facility for community or professional events.

4.5 Goals

The following list combines values and goals. They might be interpreted as a set of founding principles in the following way:

As a facility management organization, the DuPage Theatre will be known as:

- *Warm, welcoming, hospitable and congenial*
- *Well-run, efficient and committed to a high standard of service and production values*
- *Inclusive, fair, equitable and accessible to both user groups and audiences*
- *Proprietors of a treasured National Register historic theatre*

As an institution and facility, the Theatre will strive to develop:

- *Sustainable operating plans exhibiting financial prudence*
- *A community "owned" sensibility under local leadership and management*
- *A profile as the home of a variety of performing arts, film and community entertainment*

In the area of programming, the Theatre will encourage the development of:

- *A balanced and varied program for all ages*
- *Programming that is physically, financially, intellectually and culturally accessible*
- *Exciting, inspiring, enriching, engaging and diverse programming*

Every one of these values, institutional and program goals should be considered in the development of operating policies, in the hiring of staff and in the everyday decision-making process of the organization.

Each should be "operationalized" with a corresponding strategy. For example, financial accessibility for audiences may mean that the ticket pricing policy includes "rush" seats or a modest priced row or two of rear orchestra seats.

4.7 Summary of the Strategic Profile of the DuPage Theatre Business

Strategic Profile/ Priorities	DuPage Theatre Management
<i>Who are you?</i>	Not-for-Profit
	Facility Management
	Governmental Agency or 501(c)(3)
<i>Whom do you serve?</i>	Public Interest
	Resident Theatre Companies and Performing Artists
<i>What do you do?</i>	Rent the Theatre
	Co-Present Programs to stimulate use of theatre by outside organizations
	Present Programs to balance user groups, local activity and to support mission
<i>How do you do it?</i>	
• <i>Values</i>	Welcoming
	Well-Run, Efficient
	Versatile, Flexible
	Inclusive, Accessible
<i>Organizational Profile</i>	
• <i>Governance</i>	Board of Commissioners or Directors
• <i>Management</i>	Professional Staff:
	Facility Manager
	Box Office Manager
	Technical Director
	Front-of-House (FOH) Staff
	Technical Assistants
	Contracted Services
	Volunteers
• <i>Crew</i>	Professionals, Professionally Trained Students and Volunteers, Film Technicians

5.0 PRIMARY AND SUPPORTING PROGRAMS

5.1 Principal Programs

Current Assumptions:

Rental Uses:

- By Local and Regional Performing Arts Organizations and Promoters
- By Non-Performing Arts Organizations

Presented or Co-Presented Activities:

- Sunday Afternoon Family Film Screenings
- Monday Night Film Buffs Series
- Children's Film Programs
- Senior Citizen Outreach Program
- Summer Classic Double Bills – Friday and Saturday Nights
- Summer Sunday Silent Film Matinees with Organ Accompaniment
- Other Film Programming
- Presented or Co-Presented Series of Popular Entertainment
- Educational Outreach School Programs
- Summer Theatre Camp

5.2 Income Generating Activities

- Retail Rental
- Office Rental
- Parking

5.3 Marketing – Positioning Strategy

Positioning Statement

For the citizens of the Lombard area, the DuPage Theatre provides a unique blend of film, performing and visual arts programming in an architectural treasure.

Some proactive programming is necessary to set a tone, create an identity, etc. Develop a memberships program and invite members and audiences to participate in the selection of programming – club members can do in write-in requests, audiences can be given ballots to vote for films to be screened.

6.2 Scheduling Priorities

Local performing arts organizations, film societies, dance and music schools, businesses, etc., should have scheduling priority, consistent with the requirement that the facility is expected to break even.

6.3 Presenting or Co-Presenting Policies

Some presenting and co-presenting (see section 4.3) will be required to stimulate the market and complement the overall programming. The governing body should decide if it wants to be in the presenting business itself, get an outside promoter, or partner with a similar facility.

The first option has the most control and the most risk. Presenting is the choice of the majority of theatres around the country. The second option carries minimal risk. However, it is difficult to find a promoter willing to take a significant number of dates outside of a major city. (It is easier for film exhibition.) Partnering, the third option, makes a great deal of sense if one can find a similar theatre near (but not in) the theatre's market area. The acts that are booked for the other theatre can play the DuPage as well, thereby amortizing travel expenses. Agents are usually eager to have two bookings within an easy bus ride, and will reduce fees accordingly.

7.0 OPERATING MODEL

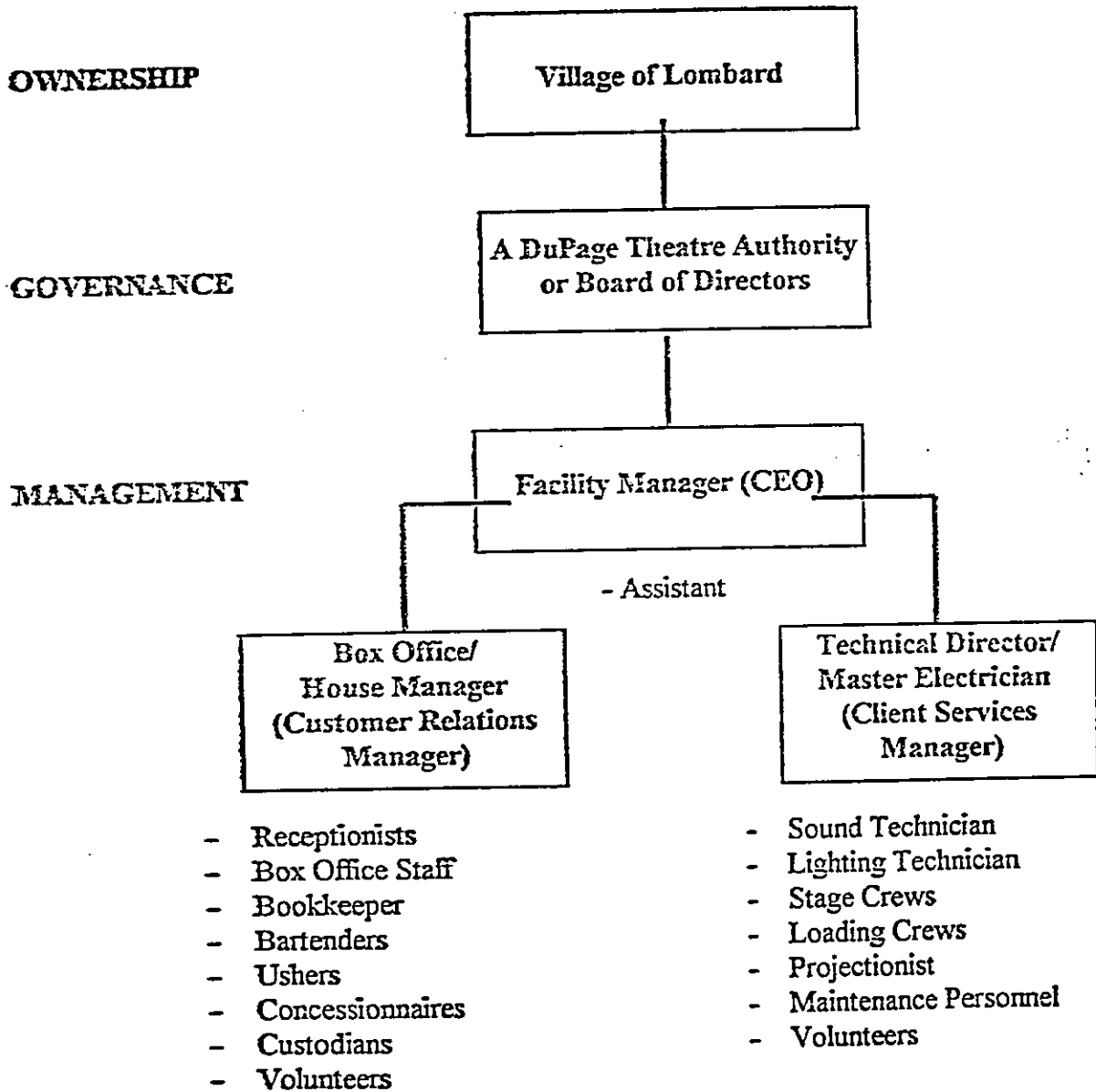
7.1 Ownership

The DuPage Theatre and Shop complex is an historic facility that can fulfill a contemporary service as a public gathering place in Lombard. It is important that it be regarded as a public asset and remain in perpetuity in the public trust.

7.2 Governance

The most effective governance scenarios for theatres involve some degree of community participation and accountability. Either an Authority or a Not-for-Profit Corporation or a Standing Committee that operates at arms length from the Village and is dedicated specifically to the DuPage Theatre should be considered. The governing body is responsible for hiring the CEO, approving the mission and annual budgets, setting policy and vouching for

7.4 Organization Chart



8.1.3 Minimum/Maximum Performance Uses

For the purposes of establishing a base budget and evaluating feasibility, a minimum number of uses and maximum number of uses are projected based on the interpretation of user surveys and the programming concept developed by the consultants.

Rental Events	# of Events	Min. # of Performances	Max. # of Performances	License Fee	Estimated Attendance
Performing Arts	31	66	105	\$625 net	23,700
Other Rentals	3	5	10	\$2,000	N/A
Presented Events	# of Events	Min. # of Performances	Max. # of Performances	Ticket Price	Estimated Attendance
Sunday Film	52	52	52	\$2	11,700
Monday Film	52	52	52	\$2	11,700
Presented Series	4	8	11	\$25	3,800
Educational Outreach	63	63	63	\$-0-	12,600
Summer Camp	25	25	25	\$8/day net	2,500
Summer Silents	4	4	4	\$4	1,700
Summer Double Bills	5	5	5	\$3	2,300
Children's Films	29	29	29	\$2	6,500
Senior's Films	22	22	22	\$2	5,000
Misc. Film Programs	18	18	18	\$2	4,100
Total	308	349	396		85,600

Note: The total number of performances may exceed 365 due to more than one activity occurring on any given day.

8.2. Building Program -- Functional Area Requirements to Support the Use Program

The development of program, business and operating plans has implications for the building design. At the same time, the maximum seating capacity of the historic theatre is a key variable in determining business revenues. The "building program" identifies design criteria, as well as functional and spatial needs to satisfy the program, business and operating plans. It is important to identify the building program assumptions in this planning process because they govern the development of the business plan.

8.2.1 Building Condition

- The location is good. The theatre is visible from the main downtown artery.
- The façade is in fairly good condition and contributes to the area.
- Interior historic elements are largely intact, but in need of repair.
- All infrastructure will have to be replaced in a renovation.
- As a movie house, the theatre will require careful adaptation and extensive acoustical design work to be suitable for a range of live performances.

8.2.2 Design Criteria

1. Safety and Code Compliance
2. Functional Aspects – to Equity Standards
3. Comfort and Convenience
4. Preservation and Aesthetics
5. Cost and Cost Benefit

8.2.3 Design Assumptions

- Front-of-House Facilities
 - Box Office
 - Retail Operation Accessible by Public
 - Lobbies and Concessions
- Auditorium Seating Capacity -- 750
 - Very modest stage house, fly tower, and no trap room
 - Thrust stage
- Backstage
 - Loading
 - Below stage and stage level dressing rooms
- On-Site Administration Offices
 - Facility Manager
 - Box Office Manager
 - Technical Director/Master Electrician

incentive plans that are based on a percentage of the individual's salary (rather than on the organization's net income) are usually acceptable to a nonprofit company's certified public accountant and tax attorney. A sample formula follows:

Annual DuPage Theatre Net Income	Bonus
\$15,000 - 25,000	15% of annual salary
\$25,001 - 40,000	25% of annual salary
\$40,001 - 55,000	35% of annual salary
\$55,001 and above	35% + a board-designated discretionary amount

9.2 Facility Design and Issues

Once the business plan is completed and approved, the design concepts should be reviewed to ensure that the key functional elements of the design are adequate. The current design reflects a facility that will be used primarily for film and community theatre. In order to accommodate celebrities, local dance companies and musical theatre, some modifications to such things as stage door security, front-of-house/backstage access, dressing room facilities and onstage storage might require adjustment.

The business plan also has determined the need for three full-time staff and volunteer support. Office and front-of-house facilities should be developed accordingly. While it is beyond the scope of this report to undertake a comprehensive design analysis, it has been noted that there are access, square footage volume, noise control and circulation issues related to concessions, lounge and washroom areas. To resolve these and other front-of-house and administration issues, it is planned that some of the proposed retail space adjacent the proposed theatre office space will be integrated into theatre operating space.

9.3 Equipment

Theatre chairs and some theatre equipment are included in the construction cost estimate. A complete inventory of furnishings, equipment and supplies necessary to operate the theatre is the owner's responsibility. This equipment inventory can include microphones and podiums, platforms and tables, chairs and music stands, lighting and sound instruments, patch and control panels, office furniture and computers, concession equipment, dishwashers, glasses and trash cans, stanchions, a ticket box and a safe, plus cleaning equipment and supplies. Such an inventory should be developed by qualified consultants and staff.

	Operating Income Before Contributions	\$62,250	\$104,130
	Contributions (including Sponsorships and In-Kind Services)	Minimum	Maximum
X	<i>Annual Donors</i>	<i>10,000</i>	<i>25,000</i>
Y	<i>Memberships</i>	<i>6,000</i>	<i>12,000</i>
Z	<i>Grants</i>	<i>20,000</i>	<i>35,000</i>
AA	<i>Performance Sponsorships</i>	<i>12,000</i>	<i>20,000</i>
BB	<i>Educational Outreach Sponsorships</i>	<i>20,000</i>	<i>50,000</i>
CC	<i>One Benefit Performance (net)</i>	<i>20,000</i>	<i>30,000</i>
	Total Contributions	\$88,000	\$172,000
	Net Income	\$150,250	\$276,130

Notes

- 1. The Ad Hoc Committee has documented 4,900 volunteer hours for 2001. At an average rate of \$12 per hour, this represents \$58,800 in annual contributed services. While not included in the above budget (so as not to distort cash with in-kind services), the amount represents a significant savings to the project. It is anticipated that similar volunteer services will be utilized once the theatre is open, including tour docents, ushers, concession personnel, etc.*
- 2. A capital maintenance fund should be established for the replacement of major theatre furnishings and equipment. Seats, carpet, technical equipment (lighting, sound, etc.), dishwashers, etc., are examples of items that will need to be replaced (or have major repairs) in the next five to ten years. The consultants recommend that the fund be maintained at a \$400,000 level.*
- 3. This budget does not include depreciation. Surplus funds should be dedicated to cash reserves, educational programs, long term repairs and maintenance.*

arranged. [104 screenings x 750 seats x \$2.00 per seat @ 30% minimum net admissions = \$46,800; @ 40% maximum net admissions = \$62,400.]

B2. The Classic Summer Double Bill income is based on 2 screenings on Friday and Saturday nights, at a ticket price of \$3.00 @ 36% of capacity. [5 screenings x 750 seats x \$3.00 per seat @ 36% minimum net admissions = \$8,100; maximum net admissions @ 48% = \$10,800.]

B3. Summer Sunday Silent Film Matinee income is based on four Sunday matinee screenings of silent films with organ accompaniment. Ticket price is \$4.00 @ 55% of capacity. [4 screenings x 750 seats x \$4.00 @ 55% minimum net admissions = \$6,600; maximum net admissions @ 70% = \$8,400.]

B4. All other film programming is based on \$2.00 per ticket @ 30% of capacity. [29 Children's screenings + 22 Senior's screenings + 18 Other film screenings = 69 screenings x 750 seats x \$2.00 per seat @ 30% minimum net admissions = \$31,000; maximum net admissions @ 40% = \$41,400.]

C. Presented events are included on the basis that they will net an average of \$2,000 per performance (costs include advertising, labor, janitorial, credit card costs, artists fees, etc.). Such events should not be booked unless there is a reasonable expectation that ticket sales, co-presenter guarantees or sponsorships will assure a net return. There will be performances that exceed expectations and other performances that fall below expectations. A good programmer who knows his or her market may be on target about 60% of the time. [Minimum 8 events x \$2,000 net event income = \$16,000; maximum 11 events x \$2,000 net event income = \$22,000 net event income.]

D. Other Rentals include corporate events, for which the rent is estimated at \$2,000 per day. [Minimum 5 days @ \$2,000 per day = \$10,000; maximum 10 days @ \$2,000 = \$20,000.]

E. Concession income (net) is based on a reasonably aggressive concession performance of \$0.70 per person of income at public performances. Annual attendance for paid admission events is estimated at a minimum of 67,200 and a maximum of 95,000. [67,200 x .70 = \$47,040; 95,000 x .70 = \$66,500.]

F. Advertising sales in the house program may be managed through a contracted sales agent at rates that would net the facility \$0.40 per person of exposure to the program (performing arts events only). [Minimum performing arts estimated attendance 27,000 x \$0.40 = \$10,800; maximum estimated attendance 43,000 x \$0.40 = \$17,200.]

G. Retail and merchandizing sales can also be undertaken on a contract, license or commission basis with portable outlets or wagons or a permanent corner in the lobby. The vending license should net the theatre at least \$100 per week depending upon programming and attendance. [50 weeks @ minimum \$100/week = \$5,000; maximum \$125/week = \$6,300.]

S. Educational outreach programs, which include performing arts and film, are assumed to be offered free of charge. Approximately sixty-three programs are scheduled.

T. It is estimated that the actual utility costs for the theatre (17,000 square feet, not including the commercial lease space) might range from \$2 to \$3 per square foot, or \$34,000 minimum to \$51,000 maximum. An additional \$58,000 to \$68,000 has been added to cover repairs and maintenance, insurance, cleaning services, trash disposal, snow removal, etc. Cleaning services for events will be charged back to the tenant. Theatre rental agreements will require insurance coverage (this will reduce the cost of insurance to the Theatre).

U. Administration is the cost of dues, memberships, legal and accounting fees, office supplies, telephone, information technology, etc.

V. Miscellaneous (5% of expense budget).

Contributed Revenue Notes

X. The annual donor campaign invites additional participation beyond the basic membership, with all of the benefits of membership plus acknowledgment in the program according to donation level and a tax receipt.

Y. Membership income is based on a \$24 per year fee that entitles the member to newsletter mailings, advance ticket purchasing opportunities, discount coupons from restaurants and a tax receipt. The facility should strive for 250-500 members.

Z. Grant income should be sought on an annual basis from local sources to help subsidize the operation of the theatre. In addition, grant income can be sought from foundations for special planning and public service initiatives.

AA & BB. Presented performance and school performance sponsorship income will fluctuate according to the nature of the performance and the roster of sponsors cultivated. Fees typically range between \$1,000 and \$5,000 per performance.

CC. One annual benefit performance is recommended. This typically consists of a popular performance coupled with a dinner for high level donors.

T5	R & M - Equipment	1,000	1,050	1,103
T6	R & M - Building	2,000	2,100	2,205
T7	Janitorial	10,000	10,500	11,025
T8	Trash Disposal	3,000	3,150	3,308
T9	Marquee Maintenance	2,000	2,100	2,205
U	Administration			
U1	Supplies - Office	4,000	4,120	4,244
U2	Travel	2,500	2,575	2,652
U3	Postage	4,000	4,120	4,244
U4	Meals and Entertainment	2,500	2,575	2,652
U5	Dues and Subscriptions	1,000	1,030	1,061
U6	Memberships	1,000	1,030	1,061
U7	Conferences	4,000	4,120	4,244
U8	Legal Fees	5,000	5,150	5,305
U9	Accounting Fees	6,000	6,180	6,365
U10	Telephone and Fax	10,000	10,300	10,609
U11	Computer Software	2,000	2,060	2,122
V	Miscellaneous (5%)	21,000	26,000	26,800
	Total Expenses	\$456,690	\$483,350	\$503,828
	Operating Income Before Contributions	\$42,250	\$56,183	\$63,701
	Contributions (including Sponsorships and In-Kind Services)	Year 1	Year 2	Year 3
X	Annual Donors	10,000	12,000	15,600
Y	Memberships	6,000	7,200	9,360
Z	Grants	20,000	22,000	23,100
AA	Performance Sponsorships	12,000	14,400	18,720
BB	Educational Outreach Sponsorships	20,000	24,000	28,800
CC	One Benefit Performance (net)	20,000	24,000	31,200
	Total Contributions	\$88,000	\$103,600	\$126,780
	Net Income	\$130,250	\$159,783	\$190,481

Some of the intangible benefits are:

1. Rekindle community pride. By stimulating the collective memory of the village, community pride is reborn. A sense of history returns. The history of the community is preserved in a facility that addressed contemporary needs.
2. Provides educational opportunities. The residents' lives are enriched by the addition of cultural events. Children are exposed to a rich array of performing arts and film otherwise not available on a local basis.
3. Enables participation in the arts. The development and growth of community performing arts companies will be encouraged through the opportunity of using a professionally-equipped theatre.

Some of the economic benefits are:

4. People with disposable income will come to downtown Lombard to shop and eat.
5. The staff, tenants and visiting performing arts companies will require housing, food, supplies, clothes, entertainment, etc.
6. The activity at the theatre will expand the business hours from 9:00AM – 5:00PM to 9:00AM – 11:00PM.

The DuPage Theatre can become a destination place for people in the region. It has the potential to define the community. If the building is destroyed, it would be very difficult to replace the opportunity it represents.

9.4.4 Comparison with Comparable Theatres

The client request a comparison with comparable theatres. It should be understood that every theatre is unique, making comparisons difficult. The consultants have chosen the Bardavon 1869 Opera House (Poughkeepsie, NY), the Flynn Center for the Performing Arts (Burlington, VT), and The 1984 Grand Opera House (Galveston, TX). All have similar market sizes to the DuPage. Some present film. Because the Flynn seats 1,453, budget figures have been cut in half. All of these theatres are full presentation houses (stage house with fly tower), and are regionally important. The quality of renovation and restoration surpasses plans for the DuPage, especially the lack of stage house. This accounts for the much smaller programming budget for DuPage. The Flynn also runs a regional ticketing service, which accounts for large ticket service fees. Background information on all three theatres is included in the Appendix. It includes programming detail, education programs (including a vacation camp at the Flynn), brief project histories, and fund raising information.

While the vision and the values define the organization, the mission of the organization may require periodic review to ensure that it continues to reflect the core program.

The review and revision of a mission statement is best served by advice offered by business writer Peter Drucker in *Managing the Non-Profit Organization*:

1. Look at strength and performance. Do better what you already do well -- if it's the right thing to do.
2. Look outside at the opportunities, the needs. Where can you with limited resources, really make a difference, really set a new standard?
3. Look for what you all really believe in. A mission, in that sense, must be personal to mobilize people successfully.

Every mission statement has to reflect opportunities, competence and commitment.

Definition of Creative Approaches

The client requested that the consultant define creative approaches in the revised May 2002 report. Ideas include:

1. Develop creative packaging of performing arts events, including a possible combined package of tenant and house attractions;
2. Establish joint marketing of all performing arts events, including strip ads and collateral materials;
3. Establish relationships with Chicago companies for presentations and educational programs;
4. Invite community participation in film programming;
5. Expand cultural diversity programs through film selections, and market accordingly;
6. Form a committee of regular user groups of the theatre, so they develop a participatory relationship rather than on of a tenant/landlord situation;
7. Develop an interdisciplinary educational program of the history of the theatre as it relates to the history of the Village and the region;
8. Explore the need for ticketing services beyond the theatre itself;

B. Look for what you all really believe in. A mission, in that sense, must be personal to mobilize people successfully.

Every mission statement has to reflect opportunities, competence and commitment.

10.0 PROJECT ANALYSIS

10.1 Conceptual Design

The conceptual designs were provided by Client Architect, and are not part of this report.

10.2 Preliminary Specifications

Preliminary specifications were provided by Client Architect, and are not part of this report.

10.3 Capital Cost Estimates

Capital cost estimates were provided by Client Architect, and are not part of this report.

10.4 Project Budget for Pre-Opening Costs

The key expense will be the staff. The CEO should be hired eighteen months in advance of the projected opening of the theatre. This is the amount of time it takes to plan the first year's programming, hire the staff, purchase theatre equipment, etc.

Item	Amount
CEO @ 18 months	127,000
Assistant @ 6 months	12,300
Box Office/House Manager @ 3 months	12,100
Technical Director @ 3 months	12,700
Part-time Staff @ average 1 month	11,300
Marketing Expense	100,000
Administrative Expense (assume donated office space)	15,000
Total Pre-Opening Costs	290,400

10.5 Financing Options

CAPITAL CAMPAIGNS FOR HISTORIC THEATRES

By Janis A. Barlow

The DuPage Theatre's feasibility and business planning will be completed in a few weeks. The result will be a series of tools that will enable the Village and Ad Hoc Committee to move forward with the project. A key priority is to develop an effective mission statement. The following document describes many of the components that are necessary for a successful fund raising campaign.

A successful fund raising campaign is the last element of a strategic project management planning process. In March of 1996, the League of Historic American Theatres was invited to participate in an "Historic Theatre Charrette" hosted by the Boston Preservation Alliance, the City of Boston and the National Trust For Historic Preservation to discuss options for the development of three historic theatres on Washington Street. Several experienced League members, including Ms. Barlow and Ms. Gilmore, took that opportunity to reflect on what was required for a successful theatre restoration project. The five keys to success are:

they also help to establish a new, proactive institutional identity for the project.

Recognize that building relationships, identifying and engaging leaders, donors and volunteers is going to take time and money through an extended planning phase. Your best sources of seed financing are the current leadership and your personal contacts, as well as funding agencies and foundations that support planning initiatives and banks that may provide a no or low interest loan. Limit the circle of people approached for seed funding and do not promise anyone that they will not be solicited ever again for funds for your project. Remember, you are trying to build enduring relationships.

If you are nervous about asking people for money, you're probably not ready to ask. Don't ask for money, or at least a specific amount, on your first visit to a potential donor. You are paying a visit to community leaders to brief them on your project. Ask them how your project can serve them better in the future. Find out how they would like to be involved in the project — on the board, on an advisory council, in a donor's circle, on a task force, in the volunteer corps or as a member. Change your message from, "what can you give us?" to "how can we work together?" Make friends first.

Don't announce the campaign publicly — not its existence, nor the amount to be raised nor the expected duration — prior to having raised about 80% of the money you need. If the media asks, the project is in a planning phase that may take a year or two. About 70-80% of your time and effort on this campaign will be expended in what is known as "the quiet phase" and most knowledgeable donors will understand and expect that.

2. Vision

Vision is a description of an organization and its future that is enduring and inspirational.

A well-conceived vision usually consists of core values, core purpose and an envisioned future. Core values should be a statement of three to five values that are fundamental guiding principles. The core purpose is the company's reason for being. The envisioned future is an exciting and audacious goal for the long term.

The leadership of the project should look at your vision and mission very carefully. How you communicate your purpose is critically important. Is it a project mission focussed on preserving the past, i.e., "saving, restoring or preserving an historic theatre," or is it a program mission reflecting your core business? Is your mission focussed on the building as an end in itself or as a means to an end such as bringing performing arts and/or film to your community? Is having a beautifully restored building the end result, or is it the beginning of a process that addresses a community need? Are your vision and mission inspirational? Can everyone relate to it and see their needs fulfilled?

Once a strategic planning process defines the core business, the project's long term

4. Professional Management

Specialized fund raising counsel and marketing consultants can be indispensable to a successful project, although every project should have experienced facility management staff to help guide project development.

Good fund raising counselors bring experience, research, objectivity and the insistent voice of the professional director to the project. Without their professional credibility and planning experience it is almost impossible for an historic theatre project in transition to reach its fund raising potential.

5. Programming and Operations Plan

The programming and operations plan is the prerequisite to marketing, architectural and fund raising planning. The fund raising planning process starts with a study by an objective fund raising counsel. This study should include the development and testing of the case statement and interviews with 40-60 of your key potential donors. The study determines:

- the level of donor confidence in the project and the organization,
- donor likelihood to contribute,
- donor willingness to lead the fund drive,
- the expected number and level of gifts,
- how much might be raised, and
- suggested timetable and structure.

The study process can be characterized as a fund raising feasibility study, but ultimately it is a cultivation process. It is especially valuable where the likely leadership and donor base are unknown because a facility has little fund raising history.

Sophisticated donors and funding agents will be looking at your project plan to see how their investment will advance their objectives. Your pitch should be tailored to their perspective. Your plan can not be based on hope -- it has to be anchored in good people, smart partnerships and comprehensive planning.

11.0 APPENDICES

ANNUAL PROGRAMMING MODEL

LIST OF INDIVIDUALS INTERVIEWED















RESULTS FROM USER SURVEYS

COMMUNITY PROFILE

ANALYSIS OF SQUARE FOOTAGE

MEMO REGARDING UTILITY COST
VILLAGE OF LOMBARD

**DUPAGE THEATRE
PROGRAMMING LEGEND**

	FILM BUFF & CLASSIC DOUBLE BILL		REHEARSALS AND THEATRE MAINTENANCE
	TROPICAL TRAVELOGUES		CORPORATE RENTALS
	CHILDREN'S FILM PROGRAMMING		SILENT FILMS
	FAMILY FILMS		DUPAGE THEATRE BENEFIT PERFORMANCE
	SENIOR OUTREACH PROGRAMS		DUPAGE THEATRE FILM FESTIVALS
	PERFORMING ARTS RENTALS PER USER SURVEYS		HALLOWEEN FUN NIGHTS
	EDUCATIONAL OUTREACH SCHOOL PROGRAMS AND THEATRE SUMMER CAMP		CHRISTMAS SPIRIT FILM FESTIVAL

OCTOBER

NOVEMBER

DECEMBER

MON	TUE	WED	THU	FRI	SAT	SUN
FILM BUFF	EDUCATIONAL OUTREACH SCHOOL PROGRAMS			SENIOR OUTREACH PROGRAM	CHILDREN'S FILM PROGRAM MUSIC FESTIVAL	FAMILY FILM
FILM BUFF	EDUCATIONAL OUTREACH SCHOOL PROGRAMS			SENIOR OUTREACH PROGRAM	CONCERT	FAMILY FILM
FILM BUFF	EDUCATIONAL OUTREACH SCHOOL PROGRAMS REHEARSAL			SYMPHONY CONCERT		FAMILY FILM
REHEARSAL FILM BUFF	CHILDREN'S THEATRE				DUPAGE THEATRE BENEFIT	FAMILY FILM
FILM BUFF	HALLOWEEN FUN NIGHTS - FILMS AND FESTIVITIES					FAMILY FILM
FILM BUFF	EDUCATIONAL OUTREACH SCHOOL PROGRAMS			SENIOR OUTREACH PROGRAM	CHILDREN'S FILM PROGRAM	FAMILY FILM
FILM BUFF	EDUCATIONAL OUTREACH SCHOOL PROGRAMS			SENIOR OUTREACH PROGRAM	CHILDREN'S FILM PROGRAM	FAMILY FILM
FILM BUFF	CORPORATE EVENT			DUPAGE THEATRE PRESENTS	CHILDREN'S FILM PROGRAM	FAMILY FILM
FILM BUFF	THANKSGIVING WEEK				CHILDREN'S FILM PROGRAM VARIETY SHOW	FAMILY FILM
FILM BUFF	REHEARSAL	DANCE CONCERT				FAMILY FILM
FILM BUFF	REHEARSAL	CHILDREN'S THEATRE HOLIDAY SHOW				FAMILY FILM
FILM BUFF	CHRISTMAS SPIRIT FILM FESTIVAL				DO IT YOURSELF MESSIAH	FAMILY FILM
FILM BUFF	HOLIDAY WEEK				VARIETY SHOW	FAMILY FILM

**A FEASIBILITY AND BUSINESS PLAN STUDY
FOR THE
DUPAGE THEATRE AND SHOPS BUILDING**

Fall 2001

List of Stakeholders Who Participated in Group or Individual Meetings

Contact names were provided by the Client

Mark Barry	Member, DuPage Theatre and Shops Ad Hoc Committee
Doug Christensen	Member, DuPage Theatre and Shops Ad Hoc Committee
John Egan	Chairman, DuPage Theatre and Shops Ad Hoc Committee
Laura Fitzpatrick	Member, DuPage Theatre and Shops Ad Hoc Committee
Steve Flint	Lombard Chamber of Commerce
Kenneth Florey	Trustee (District 5), Village of Lombard
David Hulseburg	Director of Community Development, Village of Lombard
Karen Koenig	Trustee (District 3), Village of Lombard
Bill Lictor	Manager, Village of Lombard
Virginia Lippig	Co-Chairperson, DuPage Theatre and Shops Ad Hoc Committee
William Mueller	President, Village of Lombard
Margaret Neely	Member, DuPage Theatre and Shops Ad Hoc Committee
Lisa Pardue	Lombard Newcomers Association
Rollin Roath	Realtor, Family Relationship to Theatre
Rick Soderstrom	Trustee (District 6), Village of Lombard
Joel Van Haafter	Lombard Historical Society

: **DUPAGE THEATRE-LOMBARD, IL**
SURVEY FOR PROPOSED PERFORMING ARTS CENTER
:
RESPONDENTS

Academy of Dance Arts/ Illinois Ballet Theatre
Founded: 1998
Contact: Sherry Moray
1524 Centre Circle
Downers Grove, IL 60515
Phone: (630) 495-4940
Fax: (630) 495-4983

Alphabet Soup Production, Inc.
Founded: 1987
Contact: Mark Peake, President
Box 85/376 East St. Charles Road
Lombard, IL 60148
Phone: (630)-932-1555
Fax: (630)-665-8465
e-mail: absproductions.com
e-mail: abskidshow@aol.com

Child's Play Touring Theatre
Contact: Lisa Boudreaux, Manager
2518 W. Armitage
Chicago, IL 60647
Phone: (773)-235-8911
Fax: (773)-235-5478
e-mail: bookino@cdot.org

Dazzle Dance Dynamics
Founded: 1996
Contact: Phyllis LiFonti, Owner/Artistic Director
430--432 W. 22nd Street
Lombard, IL 60148
Phone:
Fax: (630)-268-8222

DTVPAC
Contact: Laura Fitzpatrick, President
P.O. Box 506
Lombard, IL 60418
Phone: (630)-627-2653

DuPage Symphony Orchestra
Founded: 1954
Contact: Barbara Walters, Business Manager
P.O. Box 488
Glen Ellyn, IL 60138
Phone: 630-690-8644
Fax
e-mail: duplicatesymphony@aol.com

Elmhurst Symphony Association
Founded: 1959
Contact: Susan Fuller, Executive Director
P.O. Box 345
Elmhurst, IL 60126
Phone: (630)-941-1660
Fax: (630)-941-0627
e-mail: fullersm1125@vahoo.com

OPTICA (Band)
Contact: Mike Lauer
0 N. 201 Cumnor
Glen Ellyn, IL 60137
Phone: (630)-858-1920

Paragrays Productions
Contact: Doug Christensen, President
301 W. Goebel Drive
Lombard, IL 60148
Phone: (630)-629-4067
Fax: (630)-629-8959

Performing Arts Chicago
410 S. Michigan Avenue
Suite #911
Chicago, IL 60605
Phone: (312) 663-1043
Fax: (312) 663-1043
e-mail: mail@pachicago.org

Prop Theatre Group
Contact: Maureen Michael, Development Director
2621 N. Washtenaw
Chicago, IL 60647
Phone: (773) 486-7767
Fax: (773) 486-7767

Stage Left Theatre
Contact: Kevin Heckman, Managing Director
3408 N. Sheffield
Chicago, IL 60657
Phone: (773)-883-8830
Fax: (773)-472-1336
e-mail: sltchicago@aol.com

DUPAGE THEATRE - LOMBARD, IL
SURVEY FOR PROPOSED PERFORMING ARTS CENTER

ORGANIZATION

	Commercial	Nonprofit	Producer	Presenter	Landlord
Academy of Dance Arts/Illinois Ballet Theatre	1	1			
AlphaBet Soup Production, Inc.	1		1		
Child's Play Touring Theatre		1	1		
Dazzle Dance Dynamics	1	1	1		
DTV PAC		1	1		
DuPage Symphony Orchestra		1	1		
Elmhurst Symphony Association		1	1		
Optica (Band)	1		1		
Paragrays Productions	1			1	
Performing Arts Chicago		1		1	
Prop Theater Group		1	1		
Stage Left Theatre		1	1		
The Center For Dance	1		1		
The Dance Centre	1		1		
Victory Gardens Theater	1		1		1
TOTAL	8	9	12	2	1
PERCENTAGE	53%	60%	80%	13%	7%

PERFORMANCE DATES

ORGANIZATION	EVENTS	PAST ACTUALS		FUTURE GOALS	
		Performance Dates		Performance Dates	
		Min	Max	Min	Max
Academy of Dance Arts/Illinois Ballet Theatre	June Performances	2	2	4	4
	Illinois Ballet theatre	2	2	8	8
	Fall for DuPage	4	4	4	4
	X-Mas for DuPage	4	4	4	4
Alphabet Soup Productions, Inc.	Spring for DuPage	4	4	4	4
	Children's Musicals				
	Recital	2	2	2	3
	Summer Theatre Workshop	1	1	2	2
Child's Play Touring Theatre	Possible Host Nat'l Dance Assoc.	1	1	2	3
	Mid-west region	4	4	8	8
	Art Shows	1	1	2	2
	Revue				
Dazzle Dance Dynamics	Presentation of Children's Theater Class	2	2	4	4
	Concert	1	2	2	3
	Do-it-Yourself Messiah	1	1	1	1
	5	0	0	0	0
DTVPAC	Concert/Cabaret	1	1	2	3
	Music Presentations	12	24	12	24
	Whole Season	0	2	0	2
	Main Stage Play #1	0	2	2	4
DuPage Symphony Orchestra	Main Stage Play #2	0	2	2	4
	Plays/Workshops	0	3	2	6
	Political/Social Issue Plays	10	30	20	40
	Recital	2	2	2	2
Elimhurst Symphony Association	Spring Musical	4	5	8	10
	Annual Recitals (2)	1	3	3	5
	Play/Musical	1	1	1	1
	Original Ballet/Dance Concert	2	5	4	6
Optica (Band)	Total	62	110	105	157
	Paragrays Productions				
	Performing Arts Chicago				
	Prop Theater Group				
Stage Left Theatre					
	The Center for Dance				
	The Dance Center				
	Victory Gardens Theater				

SPECIFICATIONS & OTHER SPECIFIC TECHNICAL REQUIREMENTS

SPECIFICATIONS										TECHNICAL REQUIREMENTS			
Seating Capacity # of Persons	Size of Stage	Orchestra Pit # of Musicians	Dressing Rooms # of Artists	Handicap Access for Artists	Handicap Access for Audience	Lobby Exhibit Facilities Specified	Private Event Spaces # of Persons	Lighting	Sound	Projection	Flooring	Chair	
Academy of Dances Arts Methods Theatre	40' w x 35' d		10	Yes	Yes			White wash, color wash, hook-up for mirror ball, special effects lights	Need mixing board for CD, mini-disc player, hook up for cordless mics		Good wood floor for tap and for overlay of Marley		
Hot Soup Production, Inc.								General wash for performance space, including piano area. Show runs with house lights at or near full. No changes or specials required, unless specifically noted.	Electric keyboard, CD Player, 2 standing choral mics and amps. speakers to support them. Would like to run equip. through house sound system.			3 Prop tables, at least 6' x 2', offstage right and left and upstage of rear curtain. Masking drapes stage right, left and upstage curtain with a center split.	
Play Tearing Theatre								Overhead & projected lights, side lighting, trees in wing spots	Mics, floor & wireless, complete sound system, DC, DVD & tape.	Video projector for slide projector	Wood or Marley	Dressing tables with lights, green room to follow show and use as fire-up	
Dance Dynamics	40' w x 30' d x 18' h	2	300										
PAC									PA for announcements			Shell for sound projection	Classrooms for orchestra
Chicago Symphony Orchestra		85-90				Ticketing & Displays	100		Monitors, speakers, mixing board, power amps				
Chicago Symphony Orchestra	40' w x 36' d x 24' h		2 to 8	Yes	Yes								
Chicago (Band)		4						Standard theater lighting, two super troupers	24 - 36 channels	Not generally required	Basic Equity standards	None	
Chicago Productions	36' w x 36' d x 24' h	12	6	Yes	Yes	Yes	No				Spring floor with Marley floor		
Chicago Performing Arts Chicago								Computer Light Board	Mini-Disk Player				
Chicago Left Theatre								Yes	Yes				
Chicago Center for Dance								Standard theater lighting, some specials could always be rented	Quality Sound System	Sometimes utilized but not always	Video taping and or cable TV wiring would be an asset		
Chicago Dance Centre	45' w x 35' d x 12' h	n/a	30-200	Yes	Yes			Min of (4) 2.4k dimmers	12 Channels of playback control	1 LCD Projector min.	Standard		
Chicago Victory Gardens Theater	30' w x 30' d x 24' h		15	Yes	Yes		100						

**DUPAGE THEATRE-LOMBARD, IL
SURVEY FOR PROPOSED PERFORMING ARTS CENTER**

ADDITIONAL COMMENTS

ORGANIZATION	ADDITIONAL COMMENTS
Academy of Dance Arts/Illinois Ballet Theatre	It is important to rehab to a state of the art facility – otherwise it will limit what organizations would be willing to switch over.
Alphabet Soup Production, Inc.	I hope this theatre gets opened. We would love to add this space to the other theatres we rent. We would certainly be one of your customers! Give me a call if you need anything!
Child's Play Touring Theatre	Did not have time to complete all of actual survey but are definitely interested in using the Lombard Performing Arts Center. Going on vacation, please contact for future possibilities.
Jazzle Dance Dynamics	We do a quality Revue/Recital. I will send you 4 complimentary tickets for our show so you can see what we do and what our needs are.
JTV PAC	We would be involved in maintaining foyer art exhibit, gift-art store and upstairs office and instruction space.
DuPage Symphony Orchestra	We would be very interested in considering DuPage Theater as an additional venue for a series of concerts, although it is not likely to become a primary venue for us given our Naperville rents and the smaller seating capacity.
Elmhurst Symphony Association	Since we receive our house for rehearsals and performances at no charge it is unlikely we would pay for space.
Optica (Band)	At this point we can provide our own sound techs, and box office in exchange for lesser rental fees. In 2 years, when you project an opening date, we could possibly pay for technicians, security and box office personnel
Paragrays Productions	I have had success up to filling the Chicago Theatre (3,800 seats); Pickwick (1,600 seats); Arcada (900 seats); Hoosier – Whiting, IN (600 seats); Deerpath (600 seats).
Performing Arts Chicago	We are Chicago based and could never get our audience to come to DuPa. We would never have a use for this theater, but I hope this information is helpful to you.
Prop Theater Group	
Stage Left Theatre	
The Center for Dance	
The Dance Centre	I truly hope we will have a theater to utilize in Lombard. I have been in Lombard for 17 years and would support, to the best of my ability, a theater. The Lombard Ballet Company could actually perform their original Ballet in Lombard! Please keep me informed of your progress. Feel free to contact me any time.
Victory Gardens Theater	We would not be a potential regular user of your space. We might be "booked" by folks using your space.

COMMUNITY PROFILE
LOMBARD, IL

Prepared by

Janis A. Barlow & Associates
for Dulcie Gilmore Associates

November, 2001

LOMBARD, ILLINOIS

COMMUNITY PROFILE

1.0 LOCATION AND ACCESS

1.1 Location

Founded in 1869, the Village of Lombard is located in Northeastern Illinois, approximately 20 miles west of downtown Chicago. The village resides in DuPage County, which, along with Cook, Kane, Lake, McHenry, and Will Counties, forms the Chicago suburban area. Taken by themselves, these suburbs would form the country's fourth largest metropolitan area. In total, the region is home to over 7.5 million people.

Lombard's current population is 42,322. The village covers an area of 10.5 square miles.

1.2 Access

1.2.1 Roads and Highways

Lombard is served by:

- 4 interstate highways: Eisenhower Expressway (I-290); Tri-State (I-294); North-South Tollway (I-355); and the East-West Tollway (I-88).
- 5 major local roads: Routes 38, 53, 56, 64 and 83.

1.2.2 Air Transportation

Lombard is located within proximity of three airports:

- O'Hare International Airport
- Midway Airport
- DuPage Airport

1.2.3 Rail

Metra, the Rail Division of the Regional Transit Authority, provides commuter service west to Geneva and east to Chicago on the Metra/Union Pacific West Line. Travel time to Chicago by train is approximately 45 minutes; the cost of a one-way fare is \$3.15.

2.0 DEMOGRAPHICS

2.1 Population by Race

Source: U.S. Census Bureau, 2000 Census

	Lombard	Market Area*	DuPage County	United States
Total Population	42,322	241,344	904,161	281,421,906
White	36,829 87.02%	82.96%	84.04%	75.14%
Black or African American	1,141 2.70%	2.99%	3.05%	12.32%
American Indian and Alaska Native	62 0.15%	0.19%	0.17%	0.88%
Asian	2,982 7.05%	7.43%	7.88%	3.64%
Native Hawaiian and Other Pacific Islander	7 0.02%	0.03%	0.02%	0.14%
Some Other Race	606 1.43%	4.62%	3.12%	5.45%
Two or More Races	695 1.64%	1.79%	1.71%	2.42%

*The Market Area has been defined as: Addison, Berkeley, Elmhurst, Glendale, Glen Ellyn, Hillside, Northlake, Oak Brook, Villa Park and Wheaton.

2.2 Hispanic or Latino Origins

Source: U.S. Census Bureau, 2000 Census

Area	Number	Percentage
Lombard	2,012	4.75%
Market Area	28,996	12.01%
DuPage County	81,366	9.00%
United States	35,305,818	12.54%

Note: Figures may not add to 100% due to rounding

2.3 Population by Sex
 Source: U.S. Census Bureau, 2000 Census

	Lombard		Market Area*	DuPage County	United States
Total Population	42,322		241,344	781,666	281,421,906
Male	20,537	48.53%	49.32%	49.34%	49.06%
Female	21,785	51.47%	50.68%	50.66%	50.94%

Note: Figures may not add to 100% due to rounding

2.4 Age Data
 Source: U.S. Census Bureau, 2000 Census

	Lombard		Market Area	DuPage County	United States
Under 5 years	2,588	6.12%	7.00%	7.28%	6.81%
5 - 9 years	2,782	6.57%	7.37%	7.64%	7.30%
10 - 14 years	2,828	6.68%	7.39%	7.48%	7.29%
15 - 19 years	2,413	5.70%	7.21%	6.76%	7.18%
20 - 24 years	2,451	5.79%	6.45%	5.81%	6.74%
25 - 34 years	6,806	16.08%	13.73%	14.60%	14.16%
35 - 44 years	7,336	17.40%	16.60%	17.83%	16.04%
45 - 54 years	5,505	13.00%	14.06%	14.53%	13.39%
55 - 59 years	1,936	4.57%	4.96%	4.88%	4.79%
60 - 64 years	1,539	3.64%	3.67%	3.37%	3.84%
65 - 74 years	2,689	6.35%	5.86%	5.04%	6.54%
75 - 84 years	2,339	5.53%	4.17%	3.50%	4.39%
85 years and over	1,110	2.62%	1.51%	1.28%	1.51%

Note: Figures may not add to 100% due to rounding

3.0 SOCIO-DEMOGRAPHIC CHARACTERISTICS

3.1 Educational Attainment (Persons 25 years of age and over)

Source: U.S. Census Bureau
1990 Census

	Lombard		DuPage County	United States
Less than 9 th grade	886	3.35%	4.18%	10.39%
9 th to 12 th grade, no diploma	2,202	8.31%	7.25%	14.38%
High school graduate	7,322	27.64%	23.34%	29.99%
Some college, no degree	6,281	23.71%	22.47%	18.74%
Associate degree	1,734	6.55%	6.77%	6.16%
Bachelor's degree	6,006	22.68%	24.04%	13.11%
Graduate or professional degree	2,066	7.76%	11.96%	7.22%
% High school graduate or higher	88.3%		88.6%	75.2%
% Bachelor's degree or higher	30.4%		36.0%	20.3%

Note: Figures may not add to 100% due to rounding

- The Village of Lombard shows a relatively high level of post-secondary educational attainment, with 30.4% of the population over the age of 25 holding a bachelor's degree or higher. This exceeds both the state and national levels by approximately 10%
- Lombard's public school system is composed of five school districts. The community is served by 12 elementary, 4 junior high and 3 public high schools as well as 5 parochial grade schools and one Catholic high school, located in Lombard and neighboring municipalities.
- The National College of Chiropractic and the Northern Baptist Theological Seminary (both of which are four year accredited colleges) are located in Lombard. More than a dozen four year colleges and universities are located within 10 miles of Lombard's city limits.

4.2 Industry (Employed Persons 16 years of age and over)
Source: U.S. Census Bureau, 1990 Census

Type	Lombard	DuPage County	United States
<i>Agriculture, forestry and fisheries</i>	0.32%	0.74%	2.69%
<i>Mining</i>	0.64%	0.11%	0.63%
<i>Construction</i>	6.28%	5.68%	6.24%
<i>Manufacturing, durable goods</i>	6.77%	7.44%	6.96%
<i>Manufacturing, non-durable goods</i>	10.39%	10.69%	10.73%
<i>Transportation</i>	5.24%	5.27%	4.42%
<i>Communications and other public utilities</i>	4.12%	3.51%	2.68%
<i>Wholesale Trade</i>	7.79%	7.07%	4.38%
<i>Retail Trade</i>	17.45%	16.18%	16.84%
<i>Finance, insurance and real estate</i>	8.71%	9.56%	6.90%
<i>Business and repair services</i>	5.92%	6.14%	4.82%
<i>Personal services</i>	1.69%	2.34%	3.17%
<i>Entertainment and recreation services</i>	1.24%	1.21%	1.41%
<i>Health services</i>	7.82%	7.04%	8.37%
<i>Educational services</i>	7.39%	6.65%	8.33%
<i>Other professional and related services</i>	5.15%	8.25%	6.64%
<i>Public Administration</i>	2.52%	2.14%	4.79%

Note: Figures may not add to 100% due to rounding.

5.0 TOURISM INFRASTRUCTURE

5.1 Hotel and Convention Facilities

<i>Property</i>	<i>No. of Guest Rooms</i>	<i>Meeting and Conference Facilities</i>
AmeriSuites 2340 S. Fountain Square Drive	151 rooms	2 meeting rooms (1100 sq. feet) Seating capacity: 90
Comfort Suites Lombard 530 W. North Avenue	66 rooms	
Embassy Suites 707 E. Butterfield Road		Meeting Facilities
Hampton Inn 222 East 22 nd Street	128 rooms	2 meeting rooms, accommodating up to 25 people
Homestead Studio Suites 2701 Technology Drive	136 rooms	
Quality Inn and Suites 645 W. North Avenue	112 rooms	Meeting room
Residence Inn by Marriott 2001 Highland Avenue	144 rooms	
Studio Plus Lombard 268 E. 22 nd Street	98 rooms	
TownePlace Suites 455 East 22 nd Street	127 rooms	

- Visitors to Lombard can choose from a variety of accommodations, including 7 hotels with over 100 rooms. Many of these properties specialize in long-term stays. Meeting and convention facilities, however, are limited.
- The Lindner Conference Center (located at 660 E. Butterfield Road) is a modern facility providing conference and banquet facilities for groups of up to 330.
- The Log Cabin in Four Seasons Park (built in celebration of Lombard's bicentennial) accommodates up to 90 people for meetings.
- The Lombard Park District's Community Building features three meeting rooms, the largest of which accommodates up to 175 people.

7.0 LOCAL PERFORMING ARTS ORGANIZATIONS (Lombard and DuPage County)

• The Summer Place Theatre

The Summer Place is Naperville's local community theatre. Its 2001 season includes productions of *Run for Your Wife, 1776, The Foreigner* and *Into the Woods*. Tickets range in price from \$6.00 to \$13.00, with subscriptions ranging from \$20.00 to \$40.00. The company performs at Naperville Central High School.

The company also produces "The Magical Starlight Theatre," a cooperative venture with the Naperville Park District, presenting theatre geared towards children.

• Naperville Municipal Band

Founded in 1859, the Naperville Municipal Band performs eleven months of the year, including free concerts on Thursday evenings throughout the summer at Central Park. The group also performs at civic functions, marches in local parades, and presents winter and spring indoor concerts.

• DuPage Symphony Orchestra

Founded in 1954, DuPage Symphony presents a 5-performance season of classical music concerts at the McAninch Center at the College of DuPage

• Young Naperville Singers

Founded 1984 to train young people in choral singing, the group regularly holds concerts at local churches and at North Central College.

• The Tempo Players

Founded in 1965, the Tempo Players are a non-profit community theatre based in Lisle. The company's regular season consists of 3 productions, with a total of 23 performances, plus 2 benefits.

• Beck Institute for the Arts

Formed in 1998 to support emerging artists within the greater Chicago area.

• Salt Creek Ballet

Began as a school for dance, now perform in five theatres throughout the western suburbs. Their season includes *The Nutcracker* and three other ballets.

3.0 ANNUAL EVENTS

- **Lilac Time**

A two-week festival, held in Lilacia Park during May. The festival's grand finale, the Lilac Parade, is viewed by over 55,000 spectators.

- **Holiday Walk**

A winter holiday event held in Lilacia Park over three weeks in December and featuring Christmas lights, animated displays, entertainment and other seasonal offerings.

- **Taste of Lombard**

Held during the village's annual 4th of July event; sponsored by the Lombard Jaycees.

• **Yorktown Center**

One of the nation's largest shopping malls, 120-acre Yorktown Center features department stores, specialty shops, restaurants and movie theatres.

ANALYSIS OF SQUARE FOOTAGE.

**MEMO REGARDING UTILITY COST
VILLAGE OF LOMBARD**

MEMORANDUM

TO: William J. Mueller, Village President
Village Board of Trustees

FROM: Ken Florey, Trustee District #5, Chairman Economic and Community
Development Committee

DATE: August 13, 2002

SUBJECT: Approved Ad Hoc DuPage Theater Committee Report

This memorandum reviews the Ad Hoc DuPage Theater Committee Business Plan prepared by its consultant Dulcie Gilmore and additions by Fred Solari as approved by the Economic and Community Development Committee (ECDC) on August 12th 2002.

Business Plan Analysis:

The comments of the ECDC will be presented on a section by section evaluation.

1.0 Introduction:

The ECDC agrees with Section 1.0 through 1.6 "The Market". The ECDC asserts that the Tivoli operates as a renter facility and is direct competition.

2.0 Needs Assessment:

ECDC agrees with those comments in this section.

3.0 Market Review and Analysis:

ECDC lacks the expertise to comment on this section but does assert that those groups who rent from the Athenaeum should be also surveyed to determine their interest in the DuPage Theater. Additionally, the market analysis should bring into consideration the Tivoli Theater as a competitor.

4.0 Strategic Plan for the Project:

The ECDC agrees that the safest methodology to operate the theater is under a renter concept. Additionally, a Friends of the DuPage Theater not for profit should be established which could raise funds and use those monies for being a presenter. The "Friends of ..." thus would rent the facility as leverage the private contributions as a way to be a presenter and expose themselves to risk if the event was not successful. The theater regardless would be guaranteed a rental on the property. As the "Friends of ..." continued in their success they could donate a portion of their funds to improvements that they and ownership agreed would be beneficial for the theater. Any presenting should be underwritten by others.

5.0 Primary and Supporting Programs:

Since the DuPage theater operation is to be run as a renter facility the principal programming section is no longer appropriate. This section could be used as a target group of the type of

renters that the community would find appealing. The income approach of retail renting, office rental and parking is acceptable. The values of these incomes are found on the revised spreadsheet which is attached.

6.0 Operating Policies and Issues

The theater can become a public gathering place and be an attribute as well as a catalyst for downtown. The theater should present only if underwritten by another entity.

7.0 Operating Model

The use of volunteers should not be counted on in the budget. The ECDC agrees that ownership and model is appropriate.

8.0 Program Analysis

Based upon the information presented at the meeting the ECDC believes that the program analysis can be completed by the Executive Director during the 18 month lead time prior to the theater opening.

9.0 Resource Requirements

This section should be rewritten to detail the staffing issues based upon the Anthaneum experience. The equipment needed as a rental facility should be included in the start up costs. A listing of such audio visual equipment typically utilized by the Tivoli Theater should be on hand and made available for rent. The financial representations made by the Ad Hoc Committee have been revised and agreed upon projections are found as an attachment. There were specific comments made by the committee membership regarding their concern with certain estimates being at risk. This assertion of being at risk is the most difficult figure to achieve.

10.0 Project Analysis

The pre-opening costs need to be provided for. There is no revenue source listed from where these funds are to be created from. Likely sources could include; grants or Hotel Motel fund. Of critical note is the \$100,000 marketing expense. This number is likely to change based upon the fact the facility will be a renter facility. However, an ongoing budget number needs to be provided for annually for marketing.

SUMMARY:

The operating revenue projects \$291,907. The non-operative revenue suggests a revenue of \$65,000 which the committee found at risk. The estimated expenses total \$299,000. The estimated profit including non-operating income is \$57,907 and the estimated profit excluding the non-operating income is a negative \$7,093

**SUMMARY OF RENTAL MODEL
INTEGRATED WITH GILMORE REPORT**

OPERATING REVENUE

Theater Sales/Rental \$74,750

- 26 weekend shows for a total of 78 performances per year at \$625 per performance = \$48,750.
- Rehearsal rentals 25 hours per week @ \$40/hr. for 26 weeks = \$26,000.
- Tivoli holds 80 performances a year in addition to its regular films.
- Tivoli charges rental fees of up to \$3,500 per performance.

Concessions (Net) \$29,700

- 78 performances with an average performance attendance of 318 @ \$1.20 per person.
- Anticipated annual attendance = 24,804.
- Tivoli receives .50¢ to \$3 per person.
- Tivoli attendance ranges 100 to 1,000.
- In 1980 the DuPage attendance was 102,465.
- In 1980 the DuPage received .61¢ per person for a total gross revenue of \$63,528 and net of \$38,116.
- In 1980 the DuPage net profit was \$63,093.

Merchandise Sales Misc. \$ 5,000

Parking \$60,804

- METRA 120 spots @ \$1.25 per day for 20 days per month for 12 months = \$36,000.
- \$1 surcharge per ticket for 24,804 attendees = \$24,804.
- Alternative parking charge of \$3 per car with 120 parking spaces for 78 performances = \$28,080.

Retail Rentals

\$121,653

- 1st floor restaurant 4,041 sq. ft. @ \$13 sq. ft. with lessee paying for buildout = \$52,533.
- 1st floor retail 1,000 sq. ft. @ \$12 sq. ft. = \$12,000.
- 2nd floor 6,800 sq. ft. less 20% vacant = 5,440 sq. ft. @ \$10.50 sq. ft. = \$57,120.
- Lombard Financial will be paying \$14 sq. ft. and has received quotes from other locations of \$14 sq. ft. and \$15 sq. ft. plus CAM plus a \$60,000 buildout expense.
- A downtown restaurant pays \$13 sq. ft. plus \$1 CAM and the lessee was responsible for 95% of the buildout expenses.

TOTAL OPERATING REVENUE

\$291,907

NON-OPERATING REVENUE

Fundraising

\$65,000

- Operating gifts and memberships = \$16,000.
- Educational Outreach = \$20,000.
- Corporate sponsorships = \$12,000.
- Capital project gifts (seat and star sales) = \$37,500.
- Fundraising/special events = \$20,000.
- Contributions/grants = \$25,000.
- Hinsdale Theater raises annually \$250,000.
- Crystal Lake Theater raises \$626,500 per year.

TOTAL OPERATING REVENUE

\$291,907

TOTAL NON-OPERATING REVENUE TO BE USED

\$65,000*

TOTAL REVENUE

\$356,907

***at risk, this assertion of being at risk is the most difficult figure to achieve.**

EXPENSES

Salaries (includes part-time salaries)	\$132,000
Employee Benefits	\$ 28,000
Utilities (gas, electric, sewer and water)	\$ 42,000
For sewer and water:	
• \$5,200: Theater occupies 52% of entire building (14,000 of 27,000) @ \$10,000 charge for entire building.	
• \$36,800 for remaining utilities	
• Athenaeum pays \$28,000 for all utilities for a 46,000 sq. ft. facility.	
Maintenance Repairs	\$ 40,000
Ongoing expenses and creating a sinking fund for future building, equipment, parking lot repairs.	
Telephone	\$ 3,000
Postage	\$ 4,000
Office Supplies	\$ 5,000
Insurance	\$ 30,000
Audit	\$ 3,000
License	\$ 1,000
Scavenger	\$ 2,500
Miscellaneous	\$ 5,000
Legal	\$ 3,500
Advertising (included in pre-opening costs)	0
Custodial (included in salaries and maintenance)	0
Employee Search (included in pre-opening costs)	0
TOTAL OPERATING EXPENSES	\$299,000
PROFIT/(LOSS) EXCLUDING NON-OPERATING REVENUE	(\$7,093)
TOTAL PROFIT/(LOSS)	\$57,900

DU PAGE THEATER

REVENUE

	Solari	Staff
Theater Sales/Rental	\$ 74,250	\$ 74,250
Concessions (Net)	29,700	29,700
Parking	45,000 ^{**}	36,000 ^{*1}
Merchandise Sales Miscellaneous	5,000	5,000
Retail Rentals	125,000 ^{**}	100,000 ^{*2}
TOTAL	\$ <u>278,950</u>	\$ <u>244,950</u>

^{*1} 120 spaces x 1.25 rent x 20 days per month x 12 months

^{*2} \$10 per square foot

^{**} Numbers provided by Ad Hoc Committee

EXPENSES

	Solari	Staff
Salaries	\$ 132,000	\$ 132,000 ^{*1}
Employee Benefits	28,000	28,000 ^{*1}
Utilities - Gas/Electric	35,000	50,000 ^{*2}
Repairs & Previous Maintenance	25,000	25,000
Telephone	3,000	3,000
Postage	4,000	4,000
Office Supplies	5,000	5,000
Insurance	30,000	82,500 ^{*3}
Audi	3,000	3,000
Licenses	1,000	1,000
Scavenger	2,500	2,500
Miscellaneous	5,000	5,000
Legal Consulting		3,500
Water/Sewer		10,000 ^{*4}
Advertising		10,000
Custodial		2,000
Employee Search		3,000
Depreciation (Building)		13,000 ^{*5}
Depreciation (Parking Lot)		9,000 ^{*6}
Depreciation (Equipment)		
TOTAL	\$ <u>273,500</u>	\$ <u>391,500</u>

^{*1} Salaries should include part-time salaries and benefits. Any volunteer hours should be converted to part-time hours and benefits

^{*2} Revised estimate based off of architect's projections

^{*3} Revised estimate based off of insurance consultant report

^{*4} Revised estimate based off of 1996 water consumption of property

^{*5} 150,000 roof/25 years

100,000 HVAC/15 years

^{*6} 1,500 x 120 spaces/20 years

Subtotal	\$ <u>5,450</u>	\$ <u>(146,550)</u>
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EXHIBIT 9

(Insurance Requirements Applicable to the NFP Corp)

During the term of the Agreement, the NFP Corp shall provide the following types of insurance in not less than the specified amounts:

Workers Compensation:

Coverage A	Statutory
Coverage B	\$100,000

General Liability:	\$1,000,000 per occurrence
	\$2,000,000 general aggregate
	\$1,000,000 products & completed operations

Property:	Replacement cost of buildings, contents and other equipment. Blanket limit equal to the appraised replacement cost of theater and shop assets.
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Directors and Officers:	\$1,000,000 aggregate limit
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Auto Liability:	Hired auto coverage for employee use of personal vehicle.
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Umbrella:	\$3,000,000 per occurrence
	\$3,000,000 general aggregate
	(Umbrella coverage is over General Liability, Workers Compensation Coverage B, Auto Liability, and Public Officials)

The NFP Corp shall at all times during the term of the Agreement furnish to the Village satisfactory proof of coverage of the above insurance requirements, by a reliable company or companies. Such proof shall consist of certificates executed by the respective insurance companies and filed with the Village. Said certificates shall contain a clause to the effect that, for the duration of the Agreement, no insurance policy shall be canceled, expire or changed as to the amount of coverage without written notification at least thirty (30) days in advance to the Village. In addition, said certificates shall list the Village and its officers, agents and employees as additional insureds on all required insurance policies except the workers compensation policy, and said certificates shall clearly indicate that all insurance coverages provided by the NFP Corp are primary to any coverages maintained by the Village.

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