

**WHEATON PARK DISTRICT  
RESOLUTION NO. 2023-01**

**A RESOLUTION APPROVING THE TERMS AND AUTHORIZING THE EXECUTION OF THE  
INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND WHEATON PARK  
DISTRICT FOR THE DUPAGE HISTORICAL MUSEUM REPAIR PROJECT**

WHEREAS, the County of DuPage ("County") and the Wheaton Park District ("Park District") are parties to an intergovernmental agreement regarding the operation and maintenance of the DuPage County Historical Museum ("Museum"); and

WHEREAS, the Museum requires certain repair and stabilization work to its gables and gutters to help preserve the facility and keep it functional and safe for patrons and staff; and

WHEREAS, the Park District, in conjunction with the County of DuPage, Illinois ("County"), has secured a grant from the Illinois Department of Natural Resources ("IDNR") through the Illinois Public Museum Capital Grants Program to fund the necessary Museum repair work; and

WHEREAS, the County and Park District have negotiated an intergovernmental agreement that outlines the parties' respective rights and obligations with respect to the Museum repairs and the IDNR grant, a copy of which is attached hereto as Exhibit A ("Agreement"); and

WHEREAS, the Park District's Board of Park Commissioners ("Park Board") has determined that it is in the best interests of the Park District and its residents to enter into Agreement, subject to the terms and conditions set forth therein.

**NOW THEREFORE, IT IS HEREBY RESOLVED** by the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois, as follows:

1. The foregoing recitals to this Resolution are hereby determined to be true and correct and are hereby incorporated in and made part of this Resolution.
2. The form, terms and provisions of the proposed Agreement attached hereto as Exhibit A are hereby in all respects approved, and the President and Secretary of the Park Board are hereby authorized and directed to execute the First Amendment in the name and on behalf of the Park District, substantially in the form as presented to this Park Board, with such modifications thereto, if any, as the President of the Park Board in consultation with the Park District's legal counsel shall approve, which approval shall be conclusively evidenced by his or her execution thereof.
3. The President and Secretary of the Park Board, the Park District's Executive Director and the Park District's attorneys are hereby authorized, empowered and directed to take all action and execute any and all documents necessary or appropriate in order to carry out the intent and effectuate the provisions and purposes of this Resolution and the Agreement.
4. This Resolution shall be in full force and effect from and after its adoption as provided by law.

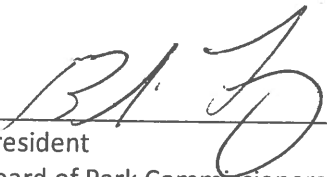
Adopted this 15<sup>th</sup> day of March 2023 by roll call vote as follows:

AYES: *Burgett, Kelly, Lee, Morrill, Pecharich, Virel*

NAYS: *∅*

ABSENT: *Freef*

ABSTAIN: *∅*

  
\_\_\_\_\_  
President  
Board of Park Commissioners  
Wheaton Park District

ATTEST:

  
\_\_\_\_\_  
Secretary  
Board of Park Commissioners  
Wheaton Park District

STATE OF ILLINOIS     )  
  )  
COUNTY OF DUPAGE    )

**SECRETARY'S CERTIFICATE**

I, Michael J. Benard, do hereby certify that I am the Secretary of the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois and as such, I am keeper of the records, ordinances, files and seal of said Park District; and

I HERBY CERTIFY that the foregoing instrument is a true and correct copy of:

**A RESOLUTION APPROVING THE TERMS AND AUTHORIZING THE EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND WHEATON PARK DISTRICT FOR THE DUPAGE HISTORICAL MUSEUM REPAIR PROJECT**

adopted at a duly called regular Meeting of the Board of Park Commissioners of the Wheaton Park District held at the City of Wheaton City Council Chambers, 303 W. Wesley Street, Wheaton, Illinois at 7:00 p.m. on the 15<sup>th</sup> day of March 2023.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted as required by the Open Meetings Act and that said meeting was otherwise called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Park District Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereto affix my official signature and the seal of said Wheaton Park District in Wheaton, Illinois, this 15<sup>th</sup> day of March 2023.



Michael J. Benard  
Secretary

[SEAL]

**EXHIBIT A**

**Agreement**



## Facilities Management Resolution

421 N. COUNTY FARM  
ROAD  
WHEATON, IL 60187  
www.dupagecounty.gov

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File #: FM-R-0002-23

Agenda Date: 2/21/2023

Agenda #: 16.C.

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INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS  
AND WHEATON PARK DISTRICT  
FOR THE DUPAGE HISTORICAL MUSEUM REPAIR PROJECT

WHEREAS, the WHEATON PARK DISTRICT ("DISTRICT") and the COUNTY OF DUPAGE ("COUNTY") are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act" and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the "Intergovernmental Cooperation Act" and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to operate, maintain and keep in repair necessary COUNTY buildings, and to enter into agreements for those purposes pursuant to (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1108 et. seq.); and

WHEREAS, the COUNTY and DISTRICT previously entered into an Intergovernmental Agreement, adopted the DuPage County Board as Resolution DC-0002-08, to provide for the operation of the DuPage County Historical Museum located at 102 E. Wesley in Wheaton, Illinois ("Museum Facility"); and

WHEREAS, the Museum Facility requires masonry stabilization and gutter reconstruction (herein referred to as the "PROJECT") in order to keep that facility functional and safe for patrons and staff; and

WHEREAS, the DISTRICT, in conjunction with the COUNTY, applied for and been awarded a grant from the Illinois Public Museum Grant Program ("State grant") in the gross total amount of seven hundred fifty thousand dollars and no cents (\$750,000.00), ("State grant funds"), of which \$750,000 is provided by State grant funds, which State grant funds are intended to fully reimburse the COUNTY for all PROJECT costs; and

WHEREAS, the PROJECT will benefit local citizens by preserving the quality, value and useful life of the Museum Facility- a historically significant structure, safeguarding valuable and important historical artifacts and sustaining local tourism opportunities; and

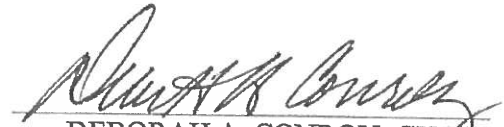
WHEREAS, in order to coordinate their respective roles in the PROJECT, the COUNTY and DISTRICT have agreed to the following AGREEMENT; and

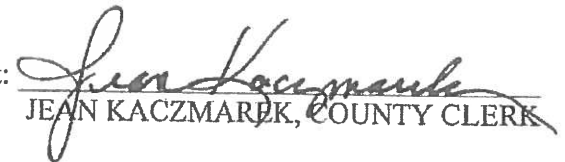
WHEREAS, the COUNTY shall undertake the PROJECT and the DISTRICT shall reimburse the COUNTY for PROJECT expenses from grant funds disbursed to the DISTRICT by the State of Illinois in an amount not to exceed a gross total amount of seven hundred fifty thousand dollars and no cents (\$750,000.00) in accordance with this AGREEMENT; and

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and the DISTRICT is hereby accepted and approved in an amount not to exceed a gross total amount of seven hundred fifty thousand dollars and no cents (\$750,000.00), and that the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to WHEATON PARK DISTRICT, 1000 Manchester Road, IL 60187; and Nick Alfonso/State's Attorney's Office.

Enacted and approved this 28th day of February, 2023 at Wheaton, Illinois.

  
DEBORAH A. CONROY, CHAIR  
DU PAGE COUNTY BOARD

Attest:   
JEAN KACZMAREK, COUNTY CLERK

INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS  
AND WHEATON PARK DISTRICT FOR THE DUPAGE HISTORICAL MUSEUM REPAIR  
PROJECT

This INTERGOVERNMENTAL AGREEMENT (the "AGREEMENT") is made this \_\_\_\_ day of February, 2023, by and between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the "COUNTY") and WHEATON PARK DISTRICT, a body politic and corporate, with offices at 102 E. Wesley Street, Wheaton, Illinois 60187 (hereinafter referred to as the "DISTRICT").

R E C I T A L S

WHEREAS, the DISTRICT and the COUNTY are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act" and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the "Intergovernmental Cooperation Act" and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to operate, maintain and keep in repair necessary COUNTY buildings, and to enter into agreements for those purposes pursuant to (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1108 et. seq.); and

WHEREAS, the COUNTY and DISTRICT previously entered into an Intergovernmental Agreement dated June 24, 2008, which document is attached hereto and incorporated herein as **Exhibit A** ("Museum IGA"), adopted the DuPage County Board as Resolution DC-0002-08 and approved by the DISTRICT'S Board in July 2008, to provide for the operation of the DuPage County Historical Museum located at 102 E. Wesley in Wheaton, Illinois ("Museum Facility"); and

WHEREAS, the Museum Facility requires vital masonry repair and stabilization work and a gutter rebuild (herein referred to as the "PROJECT") in order to keep that facility functional and safe for patrons and staff. Such repairs will also end ongoing and progressive water damage to that structure; and

WHEREAS, the DISTRICT, in conjunction with the COUNTY, applied for and has been awarded a grant from the Illinois Department of Natural Resources ("IDNR") as part of the Illinois Public Museum Capital Grants Program ("State Grant"), in the gross total amount of

seven hundred fifty thousand dollars and no cents (\$750,000.00) (“State Grant Funds”). The State Grant Funds are intended to fully reimburse the COUNTY for all PROJECT costs; and

WHEREAS, the PROJECT will benefit local citizens by preserving the quality, value and useful life of the Museum Facility, a historically significant structure safeguarding valuable and important historical artifacts and sustaining local tourism opportunities; and

WHEREAS, in order to coordinate their respective roles in the PROJECT, the COUNTY and DISTRICT have agreed to the terms and conditions set forth in this AGREEMENT; and

WHEREAS, the COUNTY shall undertake the PROJECT and the DISTRICT shall reimburse the COUNTY for PROJECT expenses from State Grant Funds disbursed to the DISTRICT by the State of Illinois in an amount not to exceed a gross total amount of seven hundred fifty thousand dollars and no cents (\$750,000.00) in accordance with the terms and conditions of this AGREEMENT; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

#### **1.0 INCORPORATION AND CONSTRUCTION.**

- 1.1 All recitals set forth above are incorporated herein and made a part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- 1.3 The COUNTY and DISTRICT shall be referred to herein collectively as the “Parties,” or individually as a “Party.”

#### **2.0 PROJECT DESCRIPTION.**

- 2.1 The PROJECT involves the repair and stabilization of the Museum Facility’s historic masonry gables and the original integrated gutter system. The Project is more fully described in Exhibit A of the State Grant.
- 2.2 The PROJECT shall be undertaken essentially in accord with the plans, as prepared by the Knight E/A, Inc, 221 N. La Salle St., # 300, Chicago, IL 60601, which have been mutually approved by the DISTRICT and the COUNTY, and which document is attached hereto and incorporated herein as **Exhibit B**.

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#### **3.0 FUNDING.**



- 3.1 The PROJECT'S gross total expenses are estimated to seven hundred fifty thousand dollars and no cents (\$750,000.00).
- 3.1.1 A grant award fee of \$5,000, which is payable to IDNR, will, if the final budget allows, be paid from the State Grant Funds as allowed for in the Grant Project Agreement, Grant No. MC 21-036, which document is attached hereto and incorporated herein as **Exhibit C**. If the final budget does not allow for payment of the grant award fee from the State Grant Funds, the fee shall be paid as follows in accordance with the terms of the Museum IGA: 25% to be paid by the DISTRICT; and b) 75% to be paid by the COUNTY.
- 3.2 It is the intention of the Parties that all PROJECT costs will be fully reimbursed from State Grant Funds received by the DISTRICT, except, if applicable, for the \$5,000 grant award fee identified in Section 3.1.1 above. The DISTRICT, by this AGREEMENT, does not assume responsibility for paying any PROJECT costs and shall only be responsible for reimbursing the COUNTY'S PROJECT costs to the extent the DISTRICT receives State Grant Funds. The COUNTY agrees that the DISTRICT'S reimbursement of the PROJECT'S costs is contingent upon the DISTRICT'S receipt of State Grant Funds and that the COUNTY shall only receive reimbursement for PROJECT costs to the extent the DISTRICT receives State Grant Funds. In the event that the DISTRICT does not receive all or any portion of the State Grant Funds, the Parties shall pay for the costs of the PROJECT, or any balance thereof, as follows in accordance with the terms of the Museum IGA: a) 25% of the costs shall be paid by the DISTRICT; and b) 75% of the costs shall be paid by the COUNTY.
- 3.3 Allowable PROJECT expenses may include third-party professional services (architect/engineering fees, construction management, etc.), construction (labor and materials), bidding related costs, advertising, permit fees, and other related construction costs. Notwithstanding the foregoing, allowable expenses shall not include administrative costs, overhead, payroll or accounting services.

#### **4.0 COUNTY'S RESPONSIBILITIES.**

- 4.1 The COUNTY shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The COUNTY shall select, and contract with, all vendors providing professional services for the PROJECT.
- 4.2 The COUNTY shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
- 4.3 The COUNTY shall be responsible for submitting copies of all plans, specifications, bid documents, permit applications and related correspondence to the DISTRICT in a timely manner to ensure sufficient review by the DISTRICT.

The purpose of the DISTRICT'S review shall be for the sole purpose of verifying whether PROJECT work components qualify as allowable expenses per the State Grant and the Grant Project Agreement.

- 4.4 The COUNTY shall submit one invoice to the DISTRICT following 50% PROJECT completion, and a final invoice at final regulatory sign-off for the PROJECT, consistent with the terms of the State Grant. These invoices shall be supported with documentation required by the State Grant and the DISTRICT shall remit payment to the COUNTY within 30 days of submission of invoice, provided the DISTRICT has received the State Grant Funds to cover the amount of the invoice.
- 4.5 The COUNTY shall make direct payments to all parties providing services related to this PROJECT. This requirement will not affect the DISTRICT'S obligation to reimburse the COUNTY from State Grant Funds in the amounts herein agreed to the extent that such funds become available.
- 4.6 The COUNTY'S contractors and consultants shall be solely responsible for the safety of all individuals performing work on the PROJECT. The COUNTY shall take such measures as are necessary to ensure that its contractors and consultants maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and strictly enforce all applicable safety law, rules and regulations. This provision is not intended to create any new burden or liability for the COUNTY beyond the usual burdens and liabilities for a municipality in the construction of public improvements.
- 4.7 The COUNTY shall provide the DISTRICT unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for reimbursement pursuant to the State Grant the Grant Program Agreement. The COUNTY shall also provide the IDNR with access to the PROJECT site in accordance with the State Grant and the Grant Program Agreement.

## **5.0 DISTRICT'S RESPONSIBILITIES.**

- 5.1 The DISTRICT reserves the right to review the PROJECT'S plans, specifications and bid documents prior to the COUNTY'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto, for the purpose of verifying that PROJECT components qualify for reimbursement through the State grant and to monitor PROJECT billing requirements. The DISTRICT shall promptly notify the COUNTY of any work component or proposed expense that the DISTRICT believes to be ineligible for reimbursement pursuant to the State grant.
- 5.2 The DISTRICT shall not be responsible for or have control over the design, construction, means, methods, techniques, or procedures with respect to any work

performed for the PROJECT. This section is intended merely to relieve the DISTRICT from such liabilities in this PROJECT. The DISTRICT'S role in conducting any review or granting any consent or approval relates solely to the item's eligibility for reimbursement under the State grant.

- 5.3 The DISTRICT shall administer the State Grant, including the preparation and submittal of all State Grant reporting requirements. The DISTRICT shall hold and maintain PROJECT records and document for the mandatory retention period as required by the State grant.
- 5.4 Upon receipt of the COUNTY'S invoice, and all necessary supporting documentation, the DISTRICT shall promptly reimburse the COUNTY for approved costs associated with the PROJECT from State Grant Funds to the extent such funds are, or later become, available to the DISTRICT. The total reimbursement amount paid by the DISTRICT to the COUNTY shall not exceed seven hundred fifty thousand dollars and no cents (\$750,000.00) or such lesser amount equal to the amount of State Grant Funds actually received for the PROJECT. In the event PROJECT costs total less than State Grant Funds, the COUNTY'S total reimbursement amount shall be one hundred percent (100%) of the actual total PROJECT costs.

## **6.0 GOVERNMENT REGULATIONS.**

- 6.1 The Parties shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT and the State grant.

## **7.0 INDEMNIFICATION.**

- 7.1 To the extent permitted by law, each Party ("First Party") shall indemnify, hold harmless and defend the other Party ("Second Party"), and any of the Second Party's officials, officers, and employees from and against all liability, claims, suits, demands, liens, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the First Party's negligent or willful acts to the fullest extent that each Party is so authorized under the law; provided, however, that the First Party shall not be obligated to indemnify, hold harmless and defend the Second Party for any negligent or intentional wrongful misconduct or omissions by the Second Party's officials, employees, agents, contractors or personnel.
- 7.2 The COUNTY shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the DISTRICT and COUNTY, and their respective elected and appointed officials, employees, agents and volunteers as additional insureds on said consultant's and contractor's liability insurance policy. Further, the COUNTY shall require that its consultants and contractors indemnify, defend and hold harmless the DISTRICT

and COUNTY, and their respective elected and appointed officials, employees, agents and volunteers from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.

- 7.3 Nothing contained herein shall be construed as prohibiting the Parties, their officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or Paragraph 7.1 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove DISTRICT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the Parties or their consultants, contractors or agents. The First Party's indemnification of the Second Party shall survive the termination, or expiration, of this AGREEMENT.

#### **8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.**

- 8.1 The Parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both Parties, excluding term extensions as provided for in the following provision.
- 8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment to this AGREEMENT pursuant to Paragraph 8.1, above.

#### **9.0 TERM OF THIS AGREEMENT.**

- 9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following:
- 9.1.1 August 14, 2024, or to a new date agreed by the parties; or
- 9.1.2 The completion by the DISTRICT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before August 14, 2024.

#### **10.0 ENTIRE AGREEMENT.**

- 10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between Parties.

- 10.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.
- 10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 10.4 In event of a conflict between the terms or conditions or this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

**11.0 SEVERABILITY.**

- 11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

**12.0 GOVERNING LAW.**

- 12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

**13.0 NOTICES.**

- 13.1 Any required notice shall be sent to the following addresses and parties:

Mike Benard  
Executive Director  
Wheaton Park District  
102 E. Wesley Street  
Wheaton, Illinois 60187  
(630) 945-7726

Tim Harbaugh  
Deputy Director  
DuPage County Facilities Management  
421 North County Farm Road  
Wheaton, Illinois 60187  
(630) 407-5670

**14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.**

- 14.1 The Parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining Party from enforcing this AGREEMENT with respect to a different breach.

**15.0 NO THIRD PARTY BENEFICIARY.**

- 15.1 This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

**16.0 NO WAIVER OF TORT IMMUNITY.**

- 16.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses and immunities available to the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

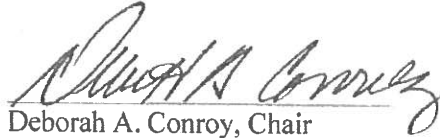
**17.0 COMPLIANCE WITH STATE GRANT**

- 17.1 The Parties shall comply with all terms, promises, conditions, plans, specifications, maps, and assurances contained in the State Grant's approved PROJECT Application, a copy of which is attached to and incorporated as part of this AGREEMENT as **Exhibit D**.

17.2 The Parties shall comply with all applicable provisions of the State Grant's Project Agreement, a copy of which is attached to and incorporated as part of this Agreement as **Exhibit C**, including, but not limited to all provisions regarding bidding, change orders, project accessibility, project implementation, project billing and monitoring, intellectual property rights and vendor certifications.

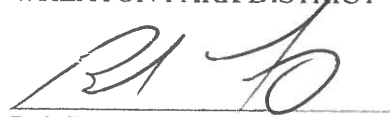
IN WITNESS OF, the Parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE



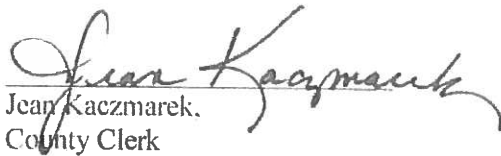
Deborah A. Conroy, Chair  
DuPage County Board

WHEATON PARK DISTRICT



Bob Frey,  
President  
Board of Park Commissioners

ATTEST:



Jean Kaczmarek,  
County Clerk

ATTEST:



Michael Benard,  
Secretary

**WHEATON PARK DISTRICT  
RESOLUTION NO. 2020-07**

**A RESOLUTION APPROVING THE TERMS AND AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT  
TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND WHEATON  
PARK DISTRICT FOR THE DUPAGE HISTORICAL MUSEUM REPAIR PROJECT**

WHEREAS, the County of DuPage ("County") and the Wheaton Park District ("Park District") are parties to an intergovernmental agreement regarding a joint undertaking to finance certain repairs to the DuPage County Historical Museum dated July 14, 2014 ("Agreement"); and

WHEREAS, the County and Park District wish to amend the Agreement to modify certain aspects as a result of the suspension, and recent funding and reinstatement, of a grant secured through the Illinois Public Museum Grant Program; and

WHEREAS, the County and Park District have negotiated an amendment to the Agreement that reflects the agreed upon changes, a copy of which is attached hereto as Exhibit A ("First Amendment"); and

WHEREAS, the Park District's Board of Park Commissioners ("Park Board") has determined that it is in the best interests of the Park District and its residents to enter into the First Amendment, subject to the terms and conditions set forth therein.

**NOW THEREFORE, IT IS HEREBY RESOLVED** by the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois, as follows:

1. The foregoing recitals to this Resolution are hereby determined to be true and correct and are hereby incorporated in and made part of this Resolution.
2. The form, terms and provisions of the proposed First Amendment attached hereto as Exhibit A are hereby in all respects approved, and the President and Secretary of the Park Board are hereby authorized and directed to execute the First Amendment in the name and on behalf of the Park District, substantially in the form as presented to this Park Board, with such modifications thereto, if any, as the President of the Park Board in consultation with the Park District's legal counsel shall approve, which approval shall be conclusively evidenced by his or her execution thereof.
3. The President and Secretary of the Park Board, the Park District's Executive Director and the Park District's attorneys are hereby authorized, empowered and directed to take all action and execute any and all documents necessary or appropriate in order to carry out the intent and effectuate the provisions and purposes of this Resolution and the First Amendment.
4. This Resolution shall be in full force and effect from and after its adoption as provided by law.



Adopted this 16<sup>th</sup> day of December 2020 by roll call vote as follows:

AYES: Fahey, Frey, Hodgkinson, Kelly, Morrill, Vires, Mee

NAYS:  $\emptyset$

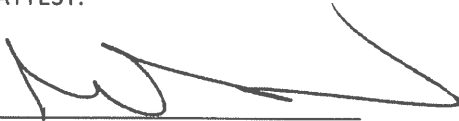
ABSENT:  $\emptyset$

ABSTAIN:  $\emptyset$



President  
Board of Park Commissioners  
Wheaton Park District

ATTEST:



Secretary  
Board of Park Commissioners  
Wheaton Park District

STATE OF ILLINOIS     )  
  )  
COUNTY OF DUPAGE    )

**SECRETARY'S CERTIFICATE**

I, Michael J. Benard, do hereby certify that I am the Secretary of the Board of Park Commissioners of the Wheaton Park District, DuPage County, Illinois and as such, I am keeper of the records, ordinances, files and seal of said Park District; and

I HERBY CERTIFY that the foregoing instrument is a true and correct copy of:

**A RESOLUTION APPROVING THE TERMS AND AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND WHEATON PARK DISTRICT FOR THE DUPAGE HISTORICAL MUSEUM REPAIR PROECT**

adopted at a duly called regular Meeting of the Board of Park Commissioners of the Wheaton Park District held at Wheaton, Illinois at said District at 5:00 p.m. on the 16<sup>th</sup> day of December 2020.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted as required by the Open Meetings Act and that said meeting was otherwise called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Park District Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereto affix my official signature and the seal of said Wheaton Park District in Wheaton, Illinois, this 16<sup>th</sup> day of December 2020.



\_\_\_\_\_  
Michael J. Benard  
Secretary

[SEAL]

**EXHIBIT A**

**FIRST AMENDMENT**

FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT  
BETWEEN COUNTY OF DUPAGE, ILLINOIS AND WHEATON PARK  
DISTRICT FOR THE DUPAGE HISTORICAL MUSEUM REPAIR PROJECT

THIS FIRST AMENDMENT to an Intergovernmental Agreement ("First Amendment") is made this 16<sup>th</sup> day of December, 2020, between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the "County") and WHEATON PARK DISTRICT, a body politic and corporate, with offices at 102 E. Wesley Street, Wheaton, Illinois 60187 (hereinafter referred to as the "District"). The County and the District are sometimes collectively referred to herein as the "Parties," and individually as a "Party."

RECITALS

WHEREAS, on July 14, 2014 the District and the County entered into an Intergovernmental Agreement (the "Agreement") to jointly undertake and finance repairs to the DuPage County Historic Museum ("Museum Facility"); and

WHEREAS, the primary component of the Agreement was to fund vital roof repairs, tuck-pointing, and other building improvements necessary to keep the Museum Facility functional, to protect exhibits and artifacts from water damage, and to improve public safety and security (collectively the "Project"); and

WHEREAS, the District, in conjunction with the County, applied for and had been awarded a grant from the Illinois Department of Natural Resources ("IDNR"), in the approximate amount of \$625,000 to pay qualifying Project expenses, which funding was through the Illinois Public Museum Grant Program ("State Grant"); and

WHEREAS, State Grant funds, together with local matching funds, were intended to reimburse the parties for the Project expenses including reimbursing each party for qualifying in-house expenses borne by that party; and

WHEREAS, the State Grant disbursement to the District was subsequently suspend due to State budgetary issue; and

WHEREAS, to accommodate for the loss of State Grant funding and still proceed with the much needed Project, the District and County substituted materials, utilized in-house resources to perform work, removed Project components from the work, and the District secured a donation to fund portions of the Project, all as cost saving measures to keep Project expenses at or below the total local matching funds amount; and

WHEREAS, the Parties completed the most crucial Project components necessary for safety of the public and Museum Facility employees and to rehabilitate the Museum Facility building; and

WHEREAS, the Illinois Public Museum Grant Program has recently been funded by the General Assembly and funding for the State Grant in the modified amount of four hundred twenty-four thousand three hundred sixty dollars and no cents (\$424,360.00) has been disbursed to the District; and

WHEREAS, the Parties have mutually identified work components and expenses that remain unaddressed from the original Project proposal and have further developed a list of additional, qualifying work items that may be paid for using the now available State Grant funding, including further improvements to the building, the exhibits, etc.; and

WHEREAS, the State Grant's terms and conditions permit grant recipients to modify project proposals to include additional, qualifying work, subject to IDNR conditions, certifications and/or approvals; and

WHEREAS, the Parties desire to amend their Intergovernmental Agreement in order to address the remaining work components and expenses from the original Project proposal and to modify the Project proposal to include additional work items that will be paid for using State Grant funding (subject to IDNR conditions, certifications and/or approvals).

**NOW, THEREFORE**, in consideration of the premises and mutual covenants contained herein, and in the spirit of intergovernmental cooperation, the County and the District agree as follows:

**1.0 RECITALS INCORPORATED.**

1.1 The foregoing recitals are incorporated herein by reference as though fully set forth herein.

**2.0 AGREEMENT REMAIN IN EFFECT**

2.1 This Agreement remains in full force and effect except to the extent that the provisions of this First Amendment conflict with the terms of the Agreement, in which case the provisions of this First Amendment shall control.

**3.0 AMENDMENTS TO THE AGREEMENT**

3.1 The Agreement is amended by adding the following Paragraph 2.3:

2.3 The Project is modified to include such additional work items as mutually agreed to by the Parties provided, however, that such additional work shall be conditioned upon: i) the work qualifying for payment using State Grant funding; and ii) the conditions, certification(s) and/or, or, approval(s) of such by the IDNR, as needed; and iii) the availability of State Grant funds to pay for such additional work.

3.2 The Agreement is amended by adding the following Paragraph 5.6:

5.6 The District shall maintain accounting records for the remaining State Grant funds. Before incurring any additional expenses and expending remaining State Grant funds, the additional Project work and corresponding expenditure shall be mutually agreed to by the Parties.

3.4 Section 9.1 of the Agreement is modified as follows:

9 .1 The term of this AGREEMENT shall begin on the date the FIRST AMENDMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

9.1.1 November 30, 2023 or to a new date agreed by the parties.

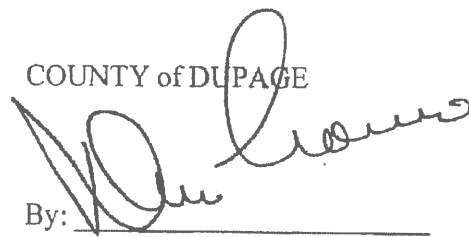
9 .1.2 The completion by the DISTRICT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2023.

IN WITNESS WHEREOF, the Parties set their hands and seals as of the date first written above.

WHEATON PARK DISTRICT

By: 

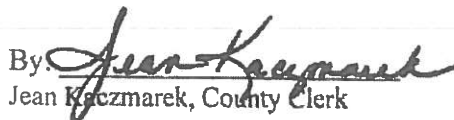
COUNTY of DUPAGE

By:   
Daniel Cronin, County Board Chairman

Attest:

By: 

Attest:

By:   
Jean Kaczmarek, County Clerk

Resolution

FM-R-0653-20

FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN  
COUNTY OF DU PAGE, ILLINOIS AND WHEATON PARK DISTRICT FOR THE  
DU PAGE HISTORICAL MUSEUM REPAIR PROJECT

WHEREAS, on July 14, 2014 the Wheaton Park District ("District") and the County of DuPage ("County") entered into an Intergovernmental Agreement (the "Agreement") to jointly undertake and finance repairs to the DuPage County Historic Museum ("Museum Facility"); and

WHEREAS, the primary component of the Agreement was to fund vital roof repairs, tuck-pointing, and other building improvements necessary to keep the Museum Facility functional, to protect exhibits and artifacts from water damage, and to improve public safety and security (collectively the "Project"); and

WHEREAS, the District, in conjunction with the County, applied for and had been awarded a grant from the Illinois Department of Natural Resources ("IDNR"), in the approximate amount of \$625,000 to pay qualifying Project expenses, which funding was through the Illinois Public Museum Grant Program ("State Grant"); and

WHEREAS, State Grant funds, together with local matching funds, were intended to reimburse the parties for the Project expenses including reimbursing each party for qualifying in-house expenses borne by that party; and

WHEREAS, the State Grant disbursement to the District was subsequently suspend due to State budgetary issue; and

WHEREAS, to accommodate for the loss of State Grant funding and still proceed with the much needed Project, the District and County substituted materials, utilized in-house resources to perform work, removed Project components from the work, and the District secured a donation to fund portions of the Project, all as cost saving measures to keep Project expenses at or below the total local matching funds amount; and

WHEREAS, the Parties completed the most crucial Project components necessary for safety of the public and Museum Facility employees and to rehabilitate the Museum Facility building; and

WHEREAS, the Illinois Public Museum Grant Program has recently been funded by the General Assembly and funding for the State Grant in the modified amount of four hundred twenty-four thousand three hundred sixty dollars and no cents (\$424,360.00) has been disbursed to the District; and

WHEREAS, the Parties have mutually identified work components and expenses that remain unaddressed from the original Project proposal and have further developed a list of additional, qualifying work items that may be paid for using the now available State Grant funding, including further improvements to the building, the exhibits, etc.; and

WHEREAS, the State Grant's terms and conditions permit grant recipients to modify project proposals to include additional, qualifying work, subject to IDNR conditions, certifications and/or approvals; and

Resolution

FM-R-0653-20

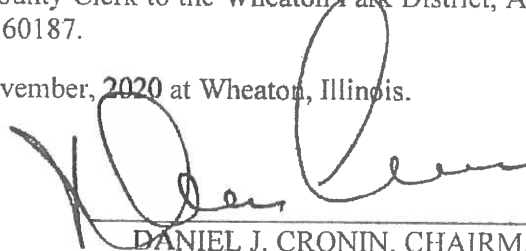
WHEREAS, the Parties desire to amend their Intergovernmental Agreement in order to address the remaining work components and expenses from the original Project proposal and to modify the Project proposal to include additional work items that will be paid for using State Grant funding (subject to IDNR conditions, certifications and/or approvals).

WHEREAS, the Parties have determined that it is in their respective best interests to amend the Agreement on the terms and subject to the conditions set forth in the attachment.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board authorizes the DuPage County Board Chairman to sign on behalf of the County of DuPage the First Amendment to the Intergovernmental Agreement between the County of DuPage and the Wheaton Park District, attached hereto and made a part hereof.

BE IT FURTHER RESOLVED, that certified copies of this resolution along with copies of the First Amendment, be transmitted by the County Clerk to the Wheaton Park District, Attn: Michael Benard, 102 E. Wesley St., Wheaton, IL 60187.

Enacted and approved this 24th day of November, 2020 at Wheaton, Illinois.



DANIEL J. CRONIN, CHAIRMAN  
DU PAGE COUNTY BOARD

Attest:



JEAN KACZMAREK, COUNTY CLERK

AYES 16  
NAYS 0  
ABSENT 2



R E S O L U T I O N

DC-0002-08

INTERGOVERNMENTAL AGREEMENT BETWEEN THE WHEATON PARK DISTRICT  
AND THE COUNTY OF DUPAGE FOR THE OCCUPANCY AND MAINTENANCE OF  
THE DUPAGE COUNTY HISTORICAL MUSEUM

WHEREAS, the Wheaton Park District and the County of DuPage are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, as specified at 5 ILCS 220/1, et seq., and are authorized by Article 7, Section 10 of the Constitution of the State of Illinois to cooperate for public purposes; and

WHEREAS, the County of DuPage desires to have the Wheaton Park District assume the operation of the DuPage County Historical Museum and employ its expertise in operating recreational and educational facilities to create new and exciting ways to present the history and culture of DuPage County; and

WHEREAS, the Wheaton Park District desires to assume the operation of the DuPage County Historical Museum and also utilize space in the Museum building for administration offices for the Wheaton Park District; and

WHEREAS, the Wheaton Park District and the County of DuPage recognize the advantages to both organizations, and to the people of DuPage, of entering into an agreement that will stabilize and strengthen the DuPage County Historical Museum; and

WHEREAS, an Intergovernmental Agreement has been developed, that is attached hereto and made a part of this resolution, that describes the terms of the Wheaton Park District's assumption of the operations of the DuPage County Historical Museum and the use of the Museum building and further describes the responsibilities of the Wheaton Park District and the County of DuPage regarding the Museum.

NOW THEREFORE, BE IT RESOLVED by the DuPage County Board that the Intergovernmental Agreement, attached hereto and made a part of this resolution, between the Wheaton Park District and the County of DuPage is hereby accepted and approved and that the Chairman of the DuPage County Board is hereby authorized and directed to execute said Agreement on behalf of the County.

BE IT FURTHER RESOLVED that approval on behalf of the County regarding the Museum collection and improvements to the Museum building that do not affect the County's finances may respectively be given by the Director of the Department of Community Services and the Facilities Management Director in accordance with the terms of said Agreement.

Enacted and approved this 24th day of June, 2008 at Wheaton, Illinois.

By: 

ROBERT J. SCHILLERSTROM  
CHAIRMAN, DUPAGE COUNTY BOARD

ATTEST

By: 

GARY A. KING, COUNTY CLERK

Ayes: 17  
Absent: 1

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE WHEATON PARK  
DISTRICT AND THE COUNTY OF DUPAGE FOR THE OCCUPANCY AND  
MAINTENANCE OF THE DUPAGE COUNTY HISTORICAL MUSEUM**

THIS AGREEMENT is entered into this 24th day of June, 2008 between the County of DuPage, a body corporate and politic (hereinafter the "COUNTY"), with offices located at 421 North County Farm Road, Wheaton, Illinois 60187 and the Wheaton Park District, a unit of local government, (hereinafter the "PARK DISTRICT"), with offices located at 600 S. Main Street Wheaton, IL 60187. COUNTY and PARK DISTRICT are hereinafter sometimes referred to individually as a "Party" and together as the "Parties."

**RECITALS**

WHEREAS, the PARK DISTRICT and the COUNTY are public agencies within the meaning of the Illinois *Intergovernmental Cooperation Act*, as specified at 5 ILCS 220/1, *et seq.*, and are authorized by Article 7, Section 10, of the Constitution of the State of Illinois to cooperate for public purposes; and

WHEREAS, the COUNTY owns certain real property located at 102 E. Wesley Street, Wheaton, Illinois which is improved with a building commonly known as the DuPage County Historical Museum and originally known as the Adams Memorial Library (the "MUSEUM building" or the "Premises") which was erected in 1891, and has been listed on the National Register of Historic Places since 1981 (building no. 81000675); and

WHEREAS, the COUNTY owns and operates the DuPage County Historical Museum (hereinafter the "MUSEUM") in the MUSEUM building where a vast collection of DuPage County historical artifacts and exhibits owned by the COUNTY are housed (hereinafter the "Collections"); and

WHEREAS, the PARK DISTRICT was incorporated in 1921 and operates over 800 acres of parks and facilities in the City of Wheaton, in an effort to enrich the quality of community life through a diversity of healthy leisure pursuits; and

WHEREAS, the COUNTY desires to have the PARK DISTRICT assume the operation of the MUSEUM and employ its expertise in operating recreational and educational facilities to create new and exciting ways to present the history and culture of DuPage County; and

WHEREAS, the PARK DISTRICT desires to assume the operation of the MUSEUM and also utilize space in the Museum building for administration offices for the PARK DISTRICT; and

WHEREAS, the Parties desire to enter into this AGREEMENT in order to provide a full statement of their respective obligations in connection with the PARK DISTRICT'S exclusive, non-transferable license to operate the MUSEUM, and to occupy and utilize the MUSEUM building.

NOW THEREFORE, in consideration of the promises and mutual covenants herein, and other good and valuable consideration acknowledged by the Parties, the Parties agree as follows:

**ARTICLE I. SPACE, STAFF, ARTIFACT COLLECTION, EQUIPMENT, AND MISCELLANEOUS ITEMS**

- 1.1 Description of Space and Use: The space to be utilized by PARK DISTRICT (the "Premises") shall include the entire MUSEUM building, consisting of a lower level, which is partially below grade, and two floors above grade, the current configuration of which is shown in Attachment A, attached hereto and made a part hereof, subject to the following clarifications and exceptions.
  - 1.1.1 PARK DISTRICT shall retain the Auditorium on the second floor, also known as Margaret Adams Dutton Hall, to be used for MUSEUM programs and related community programs, and the PARK DISTRICT shall be allowed to utilize said Auditorium for third-party gatherings, and may charge fees therefore, consistent with rules and regulations prescribed by the DuPage County Board.
  - 1.1.2 The current exhibit space in the northeast quadrant of the first floor, housing the permanent DuPage County history exhibit at the time of this Agreement, will be retained as a narrative exhibit on the History of DuPage County.
  - 1.1.3 The current exhibit space in the southeast quadrant of the first floor, commonly known as the Changing Exhibit gallery, will be retained for display of MUSEUM exhibits.
  - 1.1.4 The model train exhibit (hereinafter "Train Exhibit") in the lower level of the MUSEUM, including the room immediately to the west of the Train Exhibit, will be retained in its current configuration, but the Train Exhibit may be expanded with the mutual agreement of the COUNTY, the PARK DISTRICT, and the DuPage Society of Model Engineers.
  - 1.1.5 PARK DISTRICT will retain space in the MUSEUM building for a library and for MUSEUM archives with square footage at a minimum equal to the current space devoted to these purposes, and it will retain space adequate for the Collections and for processing accessions and de-accessions.
- 1.2 Staff: PARK DISTRICT shall provide, along with the support of the COUNTY as provided in Article II of this AGREEMENT, all staff necessary to support the operation of the MUSEUM, and said staffing will be done in a manner that is consistent with the policies and guidelines of the *American Association of Museums* ([www.aam-us.org](http://www.aam-us.org)).

- 1.2.1 PARK DISTRICT shall, at a minimum, employ two (2) specialty staff for the MUSEUM that includes a Curator and an Educator, the qualifications of which shall conform to COUNTY standards for said positions and as described in Attachment B, attached hereto and made a part hereof.
  - 1.2.2 COUNTY and PARK DISTRICT must mutually agree on the initial hires for these two specialty staff positions.
  - 1.2.3 PARK DISTRICT warrants and represents that all staff who will be employed to work at the MUSEUM shall be legally eligible to provide services in the United States, and will have documented such evidence that meets the requirements of the U.S. Department of Justice (including, but not limited to, driver's license, social security card, passport or work permit).
- 1.3 Artifact Collection: PARK DISTRICT shall have the responsibility for managing the Collections, including accessioning, de-accessioning, protection, and care of all artifacts, but PARK DISTRICT recognizes that the Collections will remain the property of the COUNTY. PARK DISTRICT shall not be responsible for damage to or loss of any artifacts unless such damage or loss is directly caused by a negligent act or omission of the PARK DISTRICT.
- 1.3.1 PARK DISTRICT shall manage the Collection of the MUSEUM in a manner consistent with the MUSEUM's current document entitled "Collections Policy: DuPage County Historical Museum" approved by the DuPage County Development Committee on September 23, 2002, which is incorporated in this AGREEMENT by reference and which the PARK DISTRICT, by adopting this AGREEMENT, acknowledges having received a copy, except as it may be specifically modified by the Strategic Plan as described in paragraph 1.12 of this Agreement. Management of the Collections shall be consistent with the policies and guidelines of the *American Association of Museums* as they relate to the management of collections.
  - 1.3.2 Any accessioning or de-accessioning of Collection items requires written approval from the COUNTY.
  - 1.3.3 COUNTY shall give the PARK DISTRICT advance written notice of any planned accession of significant size, detailing the amount and location of space in the Museum building required, and in the event the PARK DISTRICT notifies the COUNTY in writing within thirty (30) days after its receipt of such notice from the COUNTY, that the amount or the location of the additional space required to accommodate such accession will adversely affect the PARK DISTRICT'S use of the MUSEUM building, and that the PARK DISTRICT intends to terminate this AGREEMENT in accordance with Article IV, the COUNTY shall give the PARK DISTRICT at least one

hundred eighty (180) days from the date of its receipt of such notice from the PARK DISTRICT within which to re-locate its administrative offices before such accession occurs.

- 1.3.4 Any revenue earned by the de-accessioning of items from the Collections shall be for the exclusive use of furthering the Collections.
- 1.4 Hours of Operation: The hours of operation of the MUSEUM shall be no less than thirty (30) hours per week, and of that time, a minimum of four (4) hours on Saturdays and four (4) hours on Sundays.
- 1.5 Museum Fees and On-Site Donations: PARK DISTRICT may set the amount of the MUSEUM'S entrance fee provided that said entrance fee is uniform for residents from any part of DuPage County, and PARK DISTRICT may set reasonable fees for the short-term rental of space in the MUSEUM building for programs and events. Any fees or donations shall contribute to the maintenance of the MUSEUM building and the Collection.
- 1.6 Furnishings and Equipment: PARK DISTRICT may utilize COUNTY's existing furnishings; e.g., desks, chairs, tables, etc. PARK DISTRICT, at its own expense, shall provide its own furnishings for any additional office space created by the PARK DISTRICT.
- 1.7 Operating Supplies: PARK DISTRICT shall provide, at its own expense, for all necessary office and museum-related supplies needed in order to provide required services.
- 1.8 Custodial Services, Facility Maintenance, Security and Utilities: PARK DISTRICT shall provide custodial, ordinary "wear and tear" building maintenance, ordinary utilities, and security services.
- 1.9 Capital Maintenance Costs: COUNTY and PARK DISTRICT recognize the need for replacement of the roof on the MUSEUM and mutually agree to share the cost of said replacement. COUNTY shall be responsible for seventy-five percent (75%) of actual roof replacement costs, and PARK DISTRICT shall be responsible for twenty-five percent (25%) of actual costs. Any other capital maintenance costs will be negotiated between the PARK DISTRICT and the COUNTY.
- 1.10 Additional Alterations: The capital cost of alterations to the MUSEUM that are not considered as capital maintenance costs shall be the responsibility of the PARK DISTRICT. PARK DISTRICT shall not, without prior written consent of the COUNTY, make any alterations, improvements or additions to the MUSEUM building, including the roof replacement previously referenced in this Article. The COUNTY'S refusal to give said consent shall be conclusive. The COUNTY'S *Facilities Management Director* will have the authority to give consent to any non-structural changes. It shall be the PARK DISTRICT'S responsibility to provide

assurance that all improvements are consistent with the MUSEUM building's status on the *National Register of Historic Places*.

- 1.11 Right of Access: COUNTY shall be entitled to access exhibit-portions of the MUSEUM twenty-four (24) hours a day with upon reasonable advance notice under the circumstances, except in the event of a bona fide emergency in which event advance notice need not be given, The COUNTY shall give the PARK DISTRICT a minimum of twenty-four (24) hours notice before entering non-MUSEUM related office space utilized by the PARK DISTRICT. PARK DISTRICT is not responsible for the acts or omissions of COUNTY, its employees, agents or contractors.
- 1.12 Advisory and Fundraising Board: COUNTY and PARK DISTRICT hereby acknowledge the Board established by COUNTY Resolution GE-0002-04 on March 23, 2004 (the "Resolution").
  - 1.12.1 COUNTY and PARK DISTRICT agree that the purpose of said Board, as established by the Resolution, shall be fundraising for the MUSEUM and advising the COUNTY and PARK DISTRICT on matters relating to the MUSEUM's mission and strategic direction, and that said Board shall not have authority over the MUSEUM's operations and staff.
  - 1.12.2 COUNTY and PARK DISTRICT acknowledge that said Board is now incorporated as the DuPage County Historical Museum Association, Inc. (the "ASSOCIATION"), a 501(c)3 not-for-profit Illinois corporation.
  - 1.12.3 COUNTY and PARK DISTRICT shall each appoint fifty percent (50%) of the Trustees of the ASSOCIATION, the total number being in accordance with ASSOCIATION bylaws, and, in accordance with ASSOCIATION bylaws, the ASSOCIATION Trustees may elect one additional Trustee.
- 1.13 Strategic Plan: PARK DISTRICT and the COUNTY agree to work cooperatively, with the input of the ASSOCIATION, to develop a new Strategic Plan for the MUSEUM that is consistent with the mission of the MUSEUM as recently revised by the ASSOCIATION, and a statement of which is attached as Attachment C hereto and made a part hereof, said mission emphasizing an educational and cultural role for the MUSEUM in addition to its role in promoting DuPage County history.
  - 1.13.1 Said Strategic Plan shall be completed within 12 months of the date of this AGREEMENT, and shall have a five-year planning horizon.
  - 1.13.2 Said Strategic Plan shall be completed in a manner that is consistent with the guidelines of the *American Association of Museums*, with the desired goal of obtaining accreditation from the *American Association of Museums*.

- 1.13.3 Said Strategic Plan shall include a component setting out a plan for the regular updating, as necessary, of the permanent DuPage County History exhibit.

## ARTICLE II. COMPENSATION AND ANNUAL REPORTING

- 2.1 PARK DISTRICT is hereby granted an exclusive, non-transferable license to occupy and utilize the space of the MUSEUM building, as set forth in this AGREEMENT, at no cost.
- 2.2 COUNTY and PARK DISTRICT agree that if there are any changes regarding space, staff, equipment or other miscellaneous items after the effective date of this AGREEMENT that may impact the cost of COUNTY's operations, COUNTY, as mutually agreed upon with PARK DISTRICT, shall charge back for such changes.
- 2.2.1 PARK DISTRICT agrees to compensate for charge back services upon receipt of a completed and approved invoice detailing the services provided net thirty (30) days.
- 2.3 For each year of the term of this AGREEMENT, the COUNTY shall make four (4) quarterly annual payments to the PARK DISTRICT in the amount of Thirty-two Thousand, Five Hundred and 00/100 Dollars (\$32,500.00) each, to be used exclusively for general maintenance and specialty staff for the MUSEUM, as set forth in Paragraph 1.2.1 of this AGREEMENT.
- 2.3.1 At the end of five (5) years from the date of this AGREEMENT, and at any time thereafter, upon at least twelve (12) months prior written notice to PARK DISTRICT, COUNTY has the right to rescind or renegotiate the level of its annual contribution to the PARK DISTRICT, taking into account the level of fundraising for the MUSEUM, and in consideration of the financial positions of the COUNTY and the PARK DISTRICT.
- 2.3.2 Each year during the above five-year period, PARK DISTRICT shall provide COUNTY with a written report, due on the anniversary date of this AGREEMENT, that reports on progress in fundraising, strategic plan development, strategic plan implementation, and MUSEUM development.
- 2.4 PARK DISTRICT will provide quarterly reports to the COUNTY in the following manner; the format of said reports shall be mutually agreed upon by COUNTY and PARK DISTRICT:
- 2.4.1 PARK DISTRICT shall provide reports to COUNTY regarding visitors to MUSEUM exhibits, participation in educational programs, and attendance at events.



- 2.4.2 PARK DISTRICT shall provide reports to COUNTY regarding revenues from entrance fees, educational programs and events, and said reports shall also describe how these funds are used to benefit the MUSEUM and the Collections as required by this AGREEMENT.

### ARTICLE III. LIABILITY AND RISK MANAGEMENT

- 3.1 Indemnification: PARK DISTRICT shall, to the extent permitted by law, indemnify, defend, and hold harmless the COUNTY, its officials, officers, employees and agents (hereinafter collectively the "County Indemnities") from and against any claims, liabilities, damages, and expenses, incurred by the COUNTY or any of the County Indemnities in defending or compromising actions brought against the COUNTY or any of the County Indemnities to the extent arising out of or related to the acts or omissions of the PARK DISTRICT or its employees and agents in connection with the PARK DISTRICT's performance of any of its obligations under this AGREEMENT. Nothing in this paragraph shall prohibit the COUNTY from retaining at its own cost, its own attorney to defend or settle a claim.
- 3.2 Indemnification: COUNTY shall, to the extent permitted by law, indemnify, defend and hold harmless the PARK DISTRICT, its officials, officers, employees and agents (hereinafter collectively the "Park District Indemnities") from and against any claims, liabilities, damages and expenses incurred by the PARK DISTRICT or any of the Park District Indemnities to the extent arising out of or related to the acts or omissions of the COUNTY its employees, contractors and agents in connection with the exercise by the COUNTY of any of its rights or the performance of any of its obligations under this AGREEMENT. Nothing in this paragraph shall prohibit the PARK DISTRICT from retaining at its own cost, its own attorney to defend or settle a claim.
- 3.3 Survival of Indemnification: The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and it shall survive the termination of this AGREEMENT.
- 3.4 Insurance: PARK DISTRICT shall maintain at its sole expense, insurance coverage including:
- 3.4.1 Workers' Compensation Insurance in the statutory amounts.
- 3.4.2 Commercial (Comprehensive) General Liability Insurance, (including contractual liability) with limits of not less than one million (\$1,000,000) dollars per occurrence bodily injury/property damage combined signal limit; three (\$3,000,000) dollars excess liability coverage in the annual aggregate injury/property damage combined single limit. The Park District's insurance shall not cover the Collection. The County shall maintain at its sole expense insurance in such amounts and with such insurers as it shall deem necessary and appropriate to cover the Collection.

- 3.4.3 PARK DISTRICT shall submit to the COUNTY copies of PARK DISTRICT'S Certificates of Insurance within ten (10) days of executing this AGREEMENT.
- 3.4.4 The insurance required to be purchased and maintained by PARK DISTRICT shall be provided by an insurance company acceptable to the COUNTY, and licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater, and shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to the COUNTY. Notwithstanding the foregoing, the PARK DISTRICT'S membership in a government risk management pool that provides coverage equal to or greater than the coverage and policy limits required under this paragraph shall be deemed to satisfy the PARK DISTRICT'S insurance obligation as specified herein.
- 3.4.5 PARK DISTRICT shall name the COUNTY, County of DuPage, its officers, employees and agents as additional insured parties. The Certificate of Insurance shall state:

*"The County of DuPage, its officers, employees and agents are named as additional insured as defined in the Commercial (Comprehensive) General Liability Insurance policy with respect to claims to the extent they arise from the performance of the Wheaton Park District under the Agreement."*

- 3.4.6 Neither Party shall be deemed to have waived any rights, protections or immunities under the *Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et. seq.)*.

#### ARTICLE IV. TERM AND TERMINATION OF AGREEMENT

- 4.1 Term. This Agreement will be effective for twenty-five (25) years from the date of this AGREEMENT.
- 4.1.1 For a period of five (5) years from the date of this AGREEMENT, either party may terminate this AGREEMENT, but except as permitted Under Paragraph 1.3.3 only in the event of a material breach of this AGREEMENT and upon at least one hundred eighty (180) days prior written notice to the other party.

4.1.2 Following said five (5) year period as described in 4.1.1, either party may terminate this AGREEMENT with or without cause upon at least one hundred eighty (180) days prior written notice to the other party.

4.2 Surrender of Possession: Upon the expiration of the Term or upon the termination of PARK DISTRICT'S right of possession, PARK DISTRICT shall forthwith surrender the Premises, to the COUNTY in good order, repair and condition, ordinary wear and tear excepted, and shall, if COUNTY so requires, restore the Premises to the condition existing at the beginning of the Term including the removal of any additions and alterations approved by COUNTY from time to time, if requested to do so. Any interest of PARK DISTRICT in the alterations, improvements, and additions to the Premises (including without limitation all carpeting or floor covering) made or paid for by COUNTY or PARK DISTRICT, excluding any of the PARK DISTRICT'S trade fixtures, shall, without compensation to PARK DISTRICT become COUNTY'S property at the termination of this AGREEMENT by lapse of time or otherwise, and such alterations, improvements and additions if they are to be relinquished shall be relinquished to COUNTY in good condition, ordinary wear and tear excepted.

#### ARTICLE V. GENERAL PROVISIONS

5.1 Independent Contractors. None of the provisions of this Agreement is intended to create nor shall any be deemed or construed by the Parties to create any relationship between the Parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this AGREEMENT.

5.2 Notice of Lawsuit: Within thirty (30) days of service of process, PARK DISTRICT shall notify the COUNTY of any lawsuit involving the indemnification provided for above in ARTICLE III. Failure to provide such notice shall not relieve the COUNTY of its obligation to provide indemnification. However, PARK DISTRICT shall be responsible for any additional costs of defense incurred due to its failure to provide such notice within thirty (30) days.

5.2.1 Within thirty (30) days of service of process, the COUNTY shall notify PARK DISTRICT of any lawsuit involving the indemnification provided for above in ARTICLE III. Failure to provide such notice shall not relieve the COUNTY of its obligation to provide indemnification, to the extent permitted by law. However, the COUNTY shall be responsible for any additional costs of defense incurred due to its failure to provide such notice within thirty (30) days.

5.3 Entire Agreement: Modification: This AGREEMENT contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This AGREEMENT may not be amended or modified except by mutual written agreement.

- 5.4 Compliance with Applicable Law: Each Party agrees to comply with all applicable state and federal law.
- 5.5 Governing Law and Jurisdiction: This AGREEMENT shall be construed in accordance with the laws of the State of Illinois. The Parties agree that the exclusive venue for resolving any disputes arising from or under the terms of this AGREEMENT shall be in the 18th Judicial Circuit Court of DuPage County, Illinois.
- 5.6 Partial Invalidity. If any provision of this AGREEMENT is prohibited by any applicable law or court decree, said prohibition shall not invalidate or affect the remaining provisions of this Agreement.
- 5.7 Notices. All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally as follows:
- If to PARK DISTRICT:
- Wheaton Park District Administrative Office  
600 S. Main St.  
Wheaton, IL 60187  
Attention: Executive Director
- If to the COUNTY:
- DuPage County Department of Community Services  
421 North County Farm Road  
Wheaton, Illinois 60187  
Attention: Director
- or to such other persons or places as either Party may from time to time designate by written notice to the other.
- 5.8 Approval by COUNTY and PARK DISTRICT. Unless otherwise specified in this AGREEMENT, approvals from COUNTY and PARK DISTRICT as required by this AGREEMENT may be given by the individuals listed in 5.7 of this AGREEMENT.
- 5.9 Waiver. A waiver by either Party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

acknowledges and agrees that the Parties have participated equally in the negotiation and drafting of this AGREEMENT. Accordingly, any rule or construction that a document or provision thereof is to be construed against the drafting party shall not be applicable to this AGREEMENT.

5.13 No Third Party Beneficiaries. No person is an intended third party beneficiary under this AGREEMENT, and no claim as a third party beneficiary under this AGREEMENT by any person or entity shall be made, or be valid, against any of the Parties.

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT as of the day and year first written above.

For:  
DuPage County

For:  
Wheaton Park District

  
\_\_\_\_\_  
Robert J. Schillerstrom, Chairman  
DuPage County Board

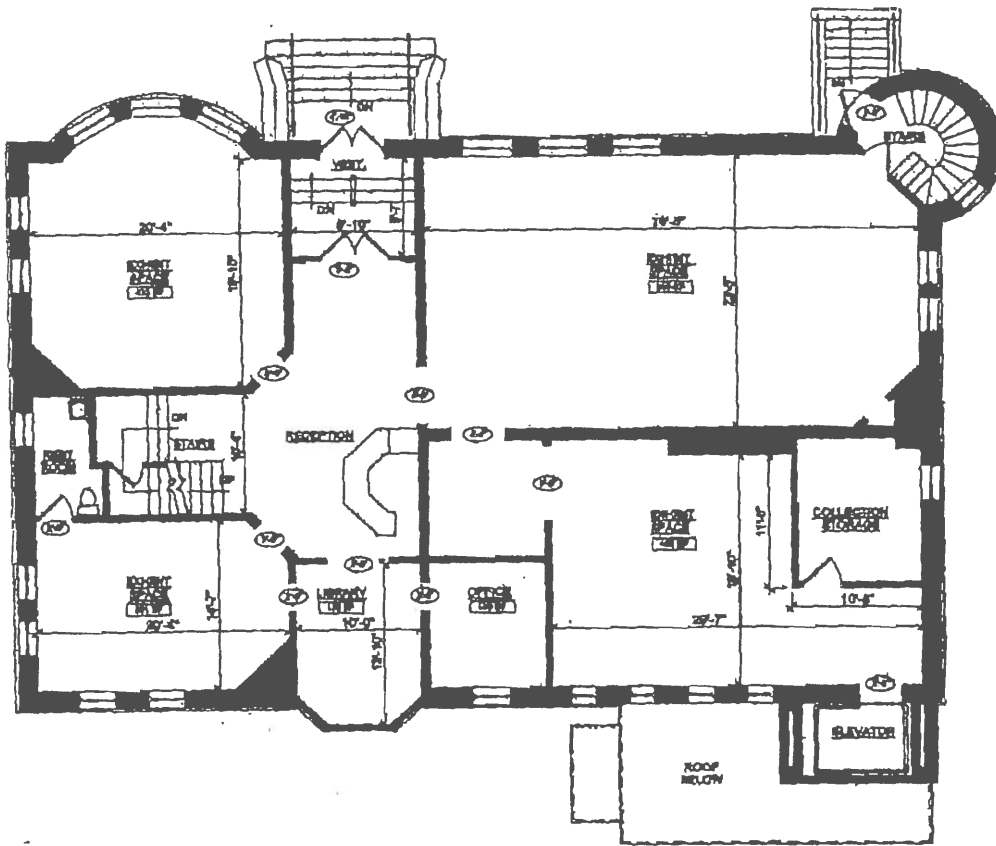
  
\_\_\_\_\_  
Phillip A. Luetkehans, President  
Board of Park Commissioners

Date 6/24/08

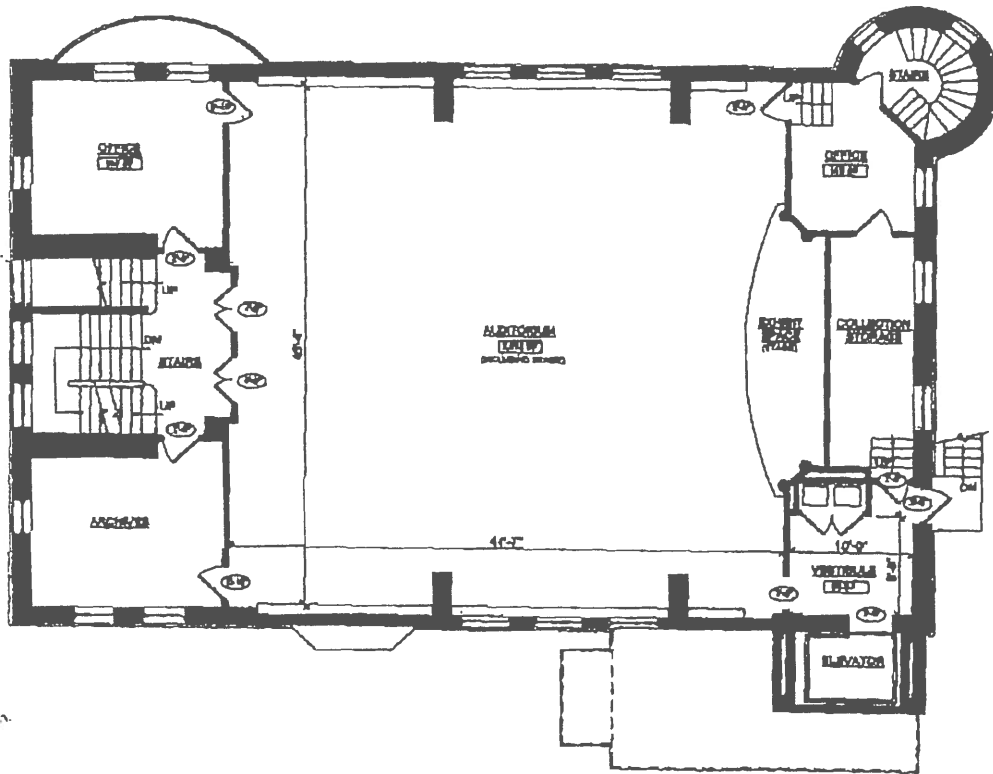
Date 7/16/08

Attachment A

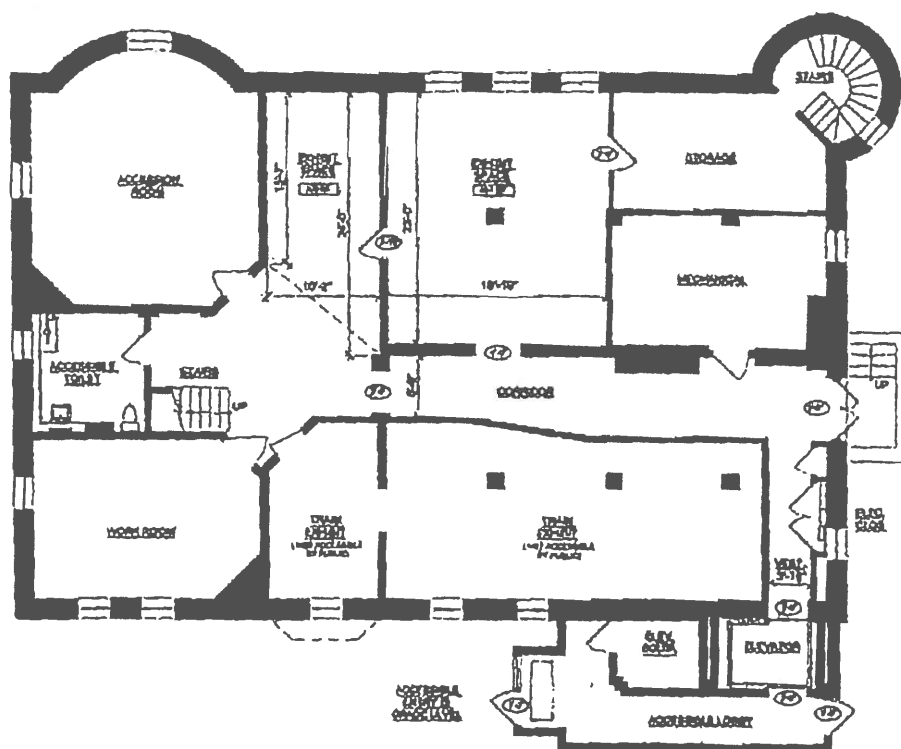
Space Plan Depicting the Current Layout of the Premises



 **FIRST FLOOR PLAN** 



 **SECOND FLOOR PLAN** 



LOWER LEVEL PLAN



Attachment B

**Minimum Requirements of Specialty Staff**

**1. Museum Curator – Job Description**

**DEFINITION:** Under direction; performs work of moderate difficulty in collection management for the DuPage County Historical Museum; performs related work as required.

**DISTINGUISHING FEATURES OF THE CLASS:** The employee in this class is responsible for assisting the Director in the operations of the County Historical Museum in exhibit development and oversight of collection management. Direction is received from the Museum Director.

**EXAMPLES OF DUTIES TO BE PERFORMED WITH OR WITHOUT REASONABLE ACCOMMODATIONS:** Researches, develops and designs the installation of exhibits; performs maintenance on exhibits; develops long term exhibit plans and collection management priorities on an annual basis; reviews and assesses materials offered for the Museum's collection; oversees processing and storage; maintains the physical collection inventory; implements collection policies and procedures; conducts collection inventories; prepares research notes and reports; coordinates, assigns and supervises the activities of volunteers, interns and the Curatorial Assistant; interacts with the public and assists visitors with questions regarding the identification and care of heirlooms; researches requests requiring the use of archival materials; maintains computerized collection records; assists with general maintenance of public areas; opens and closes the building on days open to the public.

**DESIRABLE KNOWLEDGE AND SKILLS:** Considerable knowledge of collection management; good knowledge of artifact handling and storage; good knowledge of museum operations; good knowledge of artifact care and preservation practices; some knowledge and appreciation for County history.

Working skill in assessing materials offered for the Museum's collection; working skill in dealing effectively with others; some skill in assigning and supervising the work of others; some skill in written and/or verbal communications; some skill in the operation of related Museum equipment.

**PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT:** While performing the duties of this job, the employee is regularly required to climb ladders and move collection pieces weighing a minimum of 25 lbs.

**SUGGESTED TRAINING AND EXPERIENCE:** Completion of a Master's degree in Museum Studies; or an equivalent combination of training and experience.

**ADDITIONAL REQUIREMENTS:** A valid Illinois Drivers License may be required when travel is a part of the position.

## **2. Museum Educator – Job Description**

**DEFINITION:** Under direction; performs work of moderate difficulty assisting in directing and coordinating the educational programs of the DuPage County Historical Museum; performs related work as required.

**DISTINGUISHING FEATURES OF THE CLASS:** The employee in this class is responsible for educational programming and services. Direction is received from the Museum Director.

**EXAMPLES OF DUTIES TO BE PERFORMED WITH OR WITHOUT REASONABLE ACCOMMODATIONS:** Plans and implements an education program for the museum's permanent collection and current exhibits; plans and implements special events and outreach programs; develops and prepares formal and informal education programs for all age levels and groups; manages and schedules public programs; presents school, family and community programs; recruits and trains volunteers; oversees the volunteer program; assists visitors with research by utilizing professional knowledge; works with the Director to develop educational priorities and an annual strategic plan; promotes the Museum as a learning resource to the public and the educational community; acts as a museum representative for the County's safety program; assists with collection moving and exhibits as needed; participates in professional organizations; drafts business letters, prepares reports; assists with general maintenance of public areas; opens and closes the building on days open to the public.

**DESIRABLE KNOWLEDGE AND SKILLS:** Considerable knowledge of museum education; considerable knowledge of learning theories and methods; considerable knowledge of the theory and practice of educational programming; some knowledge and appreciation for County history.

Considerable skill in written and/or verbal communications; considerable skill in coordinating educational programs; working skill in organizational planning; working skill in dealing effectively with others.

**PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT:** While performing the duties of this job, the employee is regularly required to climb ladders and move collection pieces weighing a minimum of 25 lbs.

**SUGGESTED TRAINING AND EXPERIENCE:** Completion of a Master's degree in Museum Studies or a related field and two to three years of education programming experience in a Museum setting; or an equivalent combination of training and experience .

**ADDITIONAL REQUIREMENT:** A valid Illinois Drivers License may be required when travel is a part of the position.

Attachment C

**Mission of the DuPage County Historical Museum**

The Museum is an educational institution devoted to serve as a resource and venue for sharing experiences, learning, artifacts and collection based research for greater public understanding and appreciation of our historical and cultural life and their inseparable relationship to DuPage County and the world in which we live.

Exhibit B

\*\*\*\*These plans and specifications are adopted by reference. Final plans awarded for construction will be available at the Facilities Management Department.



# DUPAGE COUNTY HISTORICAL MUSEUM EXTERIOR MASONRY FACADE AND GUTTER IMPROVEMENTS INCLUDING MASONRY/BUILDING STABILIZATION AT THE GABLES AND HISTORICAL GUTTER REPLICATION

102 E WESLEY STREET  
Wheaton, Illinois 60187  
95% REVIEW - 2/06/2023



DATE



DUPAGE COUNTY HISTORICAL MUSEUM EXTERIOR MASONRY FACADE AND GUTTER IMPROVEMENTS

102 E. WESLEY STREET  
WHEATON, ILLINOIS 60187

ISSUING DATE  
12/08/2022

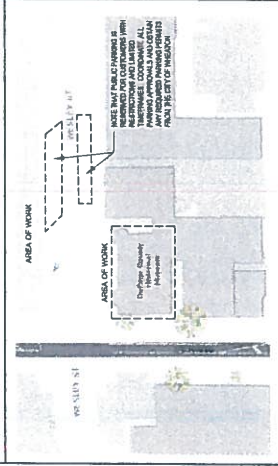
COVER SHEET

T1.0

### SITE LOCATION MAP



### KEY PLAN



### HISTORICAL PRESERVATION

\*\* CONTRACTOR MUST AGREE TO ACCEPT THE EXTREME CARE AND HIGH PRESERVATION QUALITY STANDARDS REQUIRED TO PROTECT THIS NATIONALLY REGISTERED HISTORIC BUILDING \*\*

ORIGINALLY DESIGNED AS THE ADAMS MEMORIAL LIBRARY BY ARCHITECT CHARLES SUMNER PRIST, THIS STRUCTURE WAS DEDICATED ON OCTOBER 23, 1891. THE DUPAGE COUNTY HISTORICAL MUSEUM WAS OPENED IN 1960 AND IT WAS RE-CRIBED AS THE DUPAGE COUNTY HISTORICAL MUSEUM IN 1970.

ALL ORIGINAL CONDITIONS OF THIS 131-YEAR OLD STRUCTURE MUST BE PROTECTED, MAINTAINED AND PRESERVED. ALL RESTORATION WORK SHALL BE IN ACCORDANCE WITH THE ILLINOIS ENERGY CONSERVATION ACT AND THE ILLINOIS HISTORIC PRESERVATION ACT.

CONTRACTOR SHALL NOT CREATE ANY OPENINGS, HOLES, PUNCTURES, ATTACHMENTS, OR ALTERATIONS TO THE EXTERIOR SURFACE OF THE BUILDING. ALL ALTERATIONS SHALL BE APPROVED BY THE ARCHITECT AND THE HISTORIC PRESERVATION COMMISSION.

EXISTING COURSE BLOCK FACE (MASONRY) SHALL BE MATCHED IN SHAPE, PATTERNS AND COLOR WHEN RE-CONSTRUCTING THE CHIMNEY TO THE NEW HEIGHT. NATURAL HYDRATED LIME (NHL) MORTAR IS REQUIRED FOR ALL APPLICATIONS IN THIS PROJECT AND SHALL BE INSTALLED WITH THE BEADED JOINT PROFILE TO MATCH EXISTING. THE MUSEUM RESERVES THE RIGHT TO SALVAGE ANY AND ALL MATERIALS. DO NOT REGARD ANY EXISTING BUILDING COMPONENTS WITHOUT REVIEWING WITH THE ARCHITECT. ANY WORK SHALL BE IN ACCORDANCE WITH THE ILLINOIS HISTORIC PRESERVATION ACT AND THE ILLINOIS ENERGY CONSERVATION ACT. ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT AND THE HISTORIC PRESERVATION COMMISSION.

NOTE: THESE DRAWINGS AND THE PROJECT MANUAL CONSTITUTE THE BIDDING DOCUMENTS.

### STATEMENT OF COMPLIANCE

I HAVE PREPARED, OR CAUSED TO BE PREPARED UNDER MY DIRECT SUPERVISION, THE ATTACHED DRAWINGS AS LISTED ON THIS COVER SHEET AND STATE THAT THEY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, COMPLY WITH ALL CITY, COUNTY, STATE AND FEDERAL REQUIREMENTS AND THEY COMPLY WITH THE ORDINANCES AND BUILDING CODES OF THE VILLAGE OF WHEATON, ILLINOIS.

ADDITIONALLY I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS DESIGN IS IN COMPLIANCE WITH THE REQUIREMENTS OF THE ILLINOIS ENERGY CONSERVATION CODE.

WSP USA DESIGN, INC.  
PROFESSIONAL DESIGN FIRM  
1111 W. WESLEY STREET  
WHEATON, ILLINOIS 60187  
DATE OF EXPIRATION: 4-30-2023

RODOLFO M. GARCIA ARCHITECT  
ILLINOIS LICENSE NUMBER: 01-015831

SIGNED: \_\_\_\_\_ DATE: 11-30-2022  
EXPIRATION DATE: \_\_\_\_\_

VICTOR C. CARABELLO, STRUCTURAL ENGINEER  
ILLINOIS LICENSE NUMBER: 01-059947

SIGNED: \_\_\_\_\_ DATE: 11-30-2022  
EXPIRATION DATE: \_\_\_\_\_

### COUNTY BOARD

- CHIEF CLERK**  
DEBORAH CONROY  
TAMARA CHEN
- DISTRICT NO. 1**  
MICHAEL CHILDRESS  
CINDY CRONIN CAHILL  
SAM TOMATORE  
JAMES FISHMAN
- DISTRICT NO. 2**  
LUCY CHANG EVANS  
KARI GALASSI  
BRIAN KRALJEWSKI  
JALE RUSHAN
- DISTRICT NO. 3**  
ELIZABETH CHAPLIN  
PAULA DEACON GARCIA  
YEENA YOO  
YOUNG KIM
- DISTRICT NO. 4**  
FRANK COOKHOFF  
MARY FITZGERALD OZOG  
LYNN LAPLANTE
- DISTRICT NO. 5**  
SADIA COVERT  
DAWN DESART  
PATTY GUSTIN  
JACOB OWENS
- DISTRICT NO. 6**  
SHEILA RUTLEDGE  
GREG SCHWARZE  
JAMES ZAY
- DISTRICT NO. 7**  
SHEILA RUTLEDGE  
GREG SCHWARZE  
JAMES ZAY
- PREVIOUS BOARD MEMBER DURING PROJECT PLANNING PHASE

### BUILDING & FIRE DEPARTMENTS

FOR OFFICIAL RECORDS  
DUPAGE COUNTY CLERK  
WHEATON, ILLINOIS 60187  
2023-02-06

FOR OFFICIAL RECORDS  
WHEATON FIRE DEPARTMENT  
WHEATON, ILLINOIS 60187  
2023-02-06

### CODE INFORMATION

CODE ORDNANCE	AMENDMENT	YES	NO
INTERNATIONAL BUILDING CODE	IBC 2018	YES	
INTERNATIONAL RESIDENTIAL CODE	IRC 2018	YES	
INTERNATIONAL MECHANICAL CODE	IMC 2018	YES	
INTERNATIONAL PLUMBING AND MECHANICAL CODE	IPC 2018	YES	
INTERNATIONAL ELECTRICAL CODE	IEC 2017	YES	
INTERNATIONAL FIRE CODE	IFC 2018	YES	
INTERNATIONAL ENERGY CONSERVATION CODE	IECC 2018	YES	
INTERNATIONAL SCHEDULING CODE	ISC 2018	YES	
INTERNATIONAL SAFETY CODE	ISSC 2000	YES	
INTERNATIONAL SIGNAGE CODE	ISC 2000	YES	
INTERNATIONAL SIGNAGE AND GRAPHIC STANDARDS CODE	ISGSC 2000	YES	
INTERNATIONAL SIGNAGE AND GRAPHIC STANDARDS CODE	ISGSC 2000	YES	

### CONSULTANTS

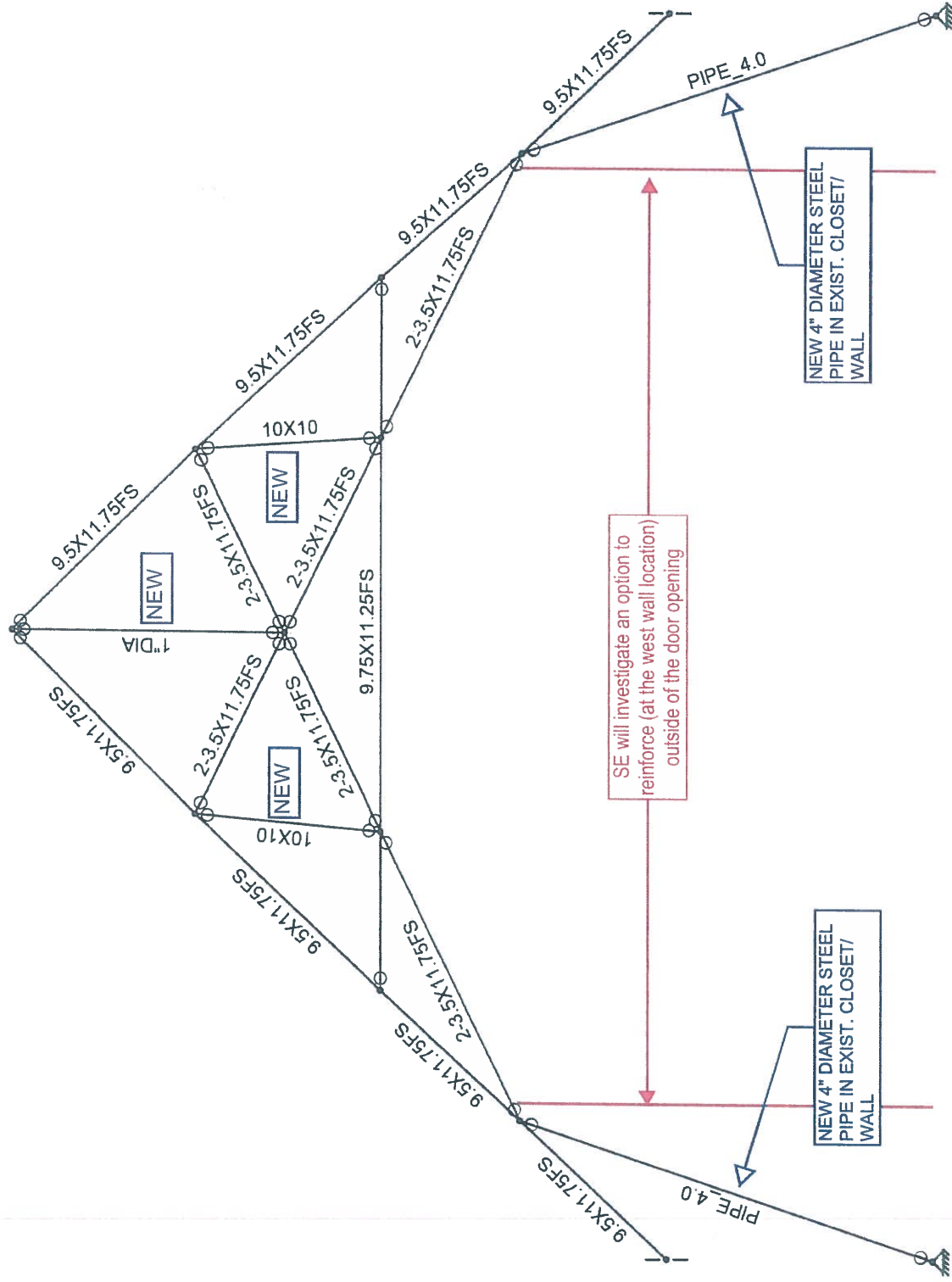
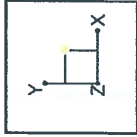
CABELLO ENGINEERING  
102 E. WESLEY STREET  
WHEATON, ILLINOIS 60187  
TEL: 630.854.9507

### DRAWING SHEET INDEX

SHEET NO.	TITLE	DATE
T1.0	COVER SHEET	
A1.0	APRIL FLOOR REPAIRS/REPAIR PLAN	
A2.0	APRIL ROOF REPAIRS/REPAIR PLAN	
A3.0	APRIL EXTERIOR ELEVATION	
A4.0	APRIL EXTERIOR ELEVATION	
A5.0	APRIL EXTERIOR ELEVATION	
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A100.0	APRIL EXTERIOR ELEVATION	

NOTE: THESE DRAWINGS AND THE PROJECT MANUAL CONSTITUTE THE BIDDING DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WHEATON, ILLINOIS, AND THE ILLINOIS HISTORIC PRESERVATION COMMISSION.

Option C (New Option) - Add Steel braces within in Existing Closet/Wall/Millwork:



CEI  
VGC  
22058

Dupage Historical Museum - Roof Analysis

SK-3

Modified Center Rafter Analysis Risa Model\_M...

Option C (New Option) - Add Steel braces within in Existing Closet/Wall/Millwork:

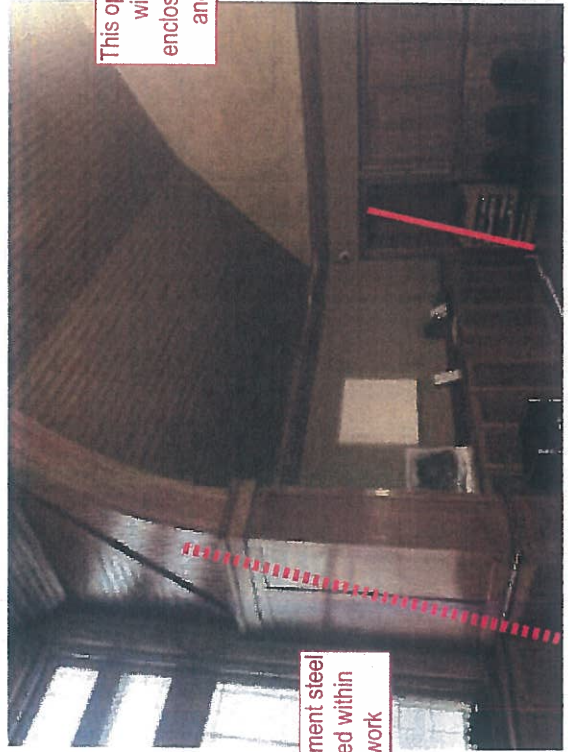


This option will most likely require entire enclosure to be removed and reconstructed

Reinforcement steel concealed within millwork

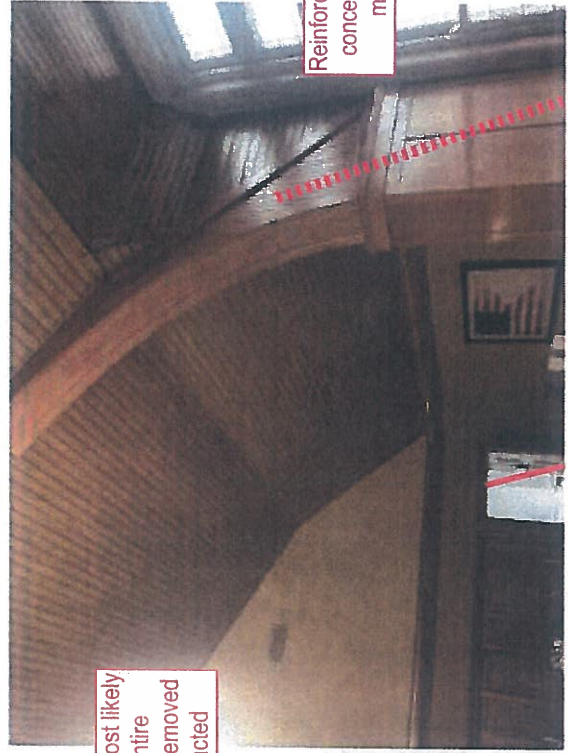


East Wall



This option will most likely require entire enclosure to be removed and reconstructed

Reinforcement steel concealed within millwork



Reinforcement steel would block this doorway access, so SE will be investigating other means to reinforce this truss line

West Wall

Reinforcement steel would block this doorway access, so SE will be investigating other means to reinforce this truss line