



Agenda
Village of Glen Ellyn
Village Board
Monday, October 19, 2020
7:00 PM
Glen Ellyn Civic Center, Galligan Board Room
Streaming on www.glenellyn.org

This meeting will be conducted by audio and video conference as well as broadcasted on cable and streamed online without a physically present quorum of the Village Board because of a disaster declaration related to COVID-19 and public health concerns affecting the Village of Glen Ellyn. The Illinois General Assembly passed Senate Bill 2135 on May 23, 2020, which was signed by the Governor on June 12, 2020. Senate Bill 2135 (now Public Act 101-0640) amends the Open Meetings Act and allows the Village Board to participate electronically in Board meetings when it is not feasible due to a disaster such as COVID-19. The Village President has determined that an in-person meeting at the Civic Center is not practical or prudent because of the disaster. Physical attendance at the Civic Center by the public is also not feasible because of the disaster. The Village Manager and Village Clerk will be in attendance at the Civic Center in compliance with the Act.

To participate in this meeting at the appointed date and time, please visit the following link: <https://us02web.zoom.us/j/88118044358?pwd=bldTaGVoMGVWZVkvQW5ENmlNbXNFUT09>

Password: 213580

Or join by telephone:

Dial (for higher quality, dial a number based on your current location): US: +1 312 626 6799 or +1 301 715 8592 or +1 646 558 8656 or +1 253 215 8782 or +1 346 248 7799 or +1 669 900 9128

Webinar ID: 881 1804 4358

Passcode: 213580

- A. Call to Order**
- B. Pledge of Allegiance**
- C. Roll Call**
- D. Audience Participation**

1) Open:

The Illinois General Assembly passed Senate Bill 2135 on May 23, 2020, which was signed by the Governor on June 12, 2020. Senate Bill 2135 (now Public Act 101-0640) amends the Open Meeting Act and allows the Village Board to participate electronically in Board meetings when it is not feasible due to a disaster such as COVID-19. To participate in this meeting at the appointed date and time, please visit

<https://us02web.zoom.us/j/88118044358?pwd=b1dTaGVoMGVWZVkvQW5ENmlNbXNFUT09>

In lieu of participating in the electronic meeting, the public may also complete a public comment from which will be read into the record during the meeting. This form can be found at www.glenellyn.org/publiccomment. Members of the public are welcome to speak or submit public comment forms on any item not specifically listed on tonight's agenda for up to (3) three minutes. For those items which are on tonight's agenda, the public may speak for up to (3) minutes on those items or may submit public comment forms which will be read into the record during that agenda item.

- E. Central Business District Streetscape Review (Presented by Senior Civil Engineer Topor) (Discussion Only)**
 - 1) Senior Civil Engineer Topor will update the Village Board on the CBD Street and Streetscape Project as well as solicit the Village Board's input on various design elements.
- F. McKee House Discussion (Presented by Village Manager Franz) (Discussion Only)**
 - 1) Village Manager Franz will lead a discussion regarding the McKee House.
- G. Other Business**
- H. Adjourn**



Glen Ellyn Village Board
535 Duane Street
Glen Ellyn, IL 60137

Meeting 10/19/2020 7:00 PM
Department: Public Works
Department Head: Julius Hansen
Category: Discussion Item
Prepared By: Rich Daubert

**AGENDA ITEM (ID
2020-574)**

DOC ID: 2020-574

Senior Civil Engineer Topor will update the Village Board on the CBD Street and Streetscape Project as well as solicit the Village Board's input on various design elements.

Statement of the Issue:

The challenges created by the ongoing COVID-19 Pandemic has sparked a renewed interest in accommodating outdoor dining and retail sale spaces in the Village's Central Business District. As the pending CBD Utility and Streetscape Improvements projects provides the opportunity to expand sidewalks and accommodate these needs, staff is recommending the Village Board take a final look at the proposed plans for the project; more specifically, the areas along Main Street and Crescent Boulevard.

The intent of this agenda item is to revisit the topic of proposed roadway geometry and to obtain input and direction from the Village Board on the following items:

- Potential changes to proposed parking configuration on Crescent Blvd (Main to Forest)
- Potential changes to proposed parking configuration on Main St (Crescent to Pennsylvania)
- Flex street and other considerations for Main St (Hillside to Duane)

Additionally, staff looks for Village Board review and input on related streetscape items listed below:

- Tree spacing and tree planter types as they relate to the outdoor dining spaces
- Concept of covered street and its potential application on Main Street

These matters were reviewed with the Capital Improvements Commission (CIC) on October 13. Input received from the CIC is included at the end of this memorandum.

Analysis:

On-street parking has been discussed with the CIC and Village Board in February and March of 2019. At that time, specific directions were provided on the preferred on-street parking configuration aimed at balancing the number of on-street parking spaces and available sidewalk widths. The Capital Improvements Commission recommended conversion of all streets to parallel parking. The Village Board considered this recommendation, but after reviewing the loss of parking, decided to retain the diagonal parking on Main Street (Crescent to Pennsylvania) and Crescent Boulevard (Main to Forest).

Attached are updated overall parking exhibits showing the number of current and proposed on-street parking spaces. It illustrates a reduction in parking spaces from approximately 395 current to 365 proposed spaces, which is generally attributed to conversions of current diagonal spaces on Forest Ave, Glenwood Ave, Duane St, and Pennsylvania Ave to parallel spaces and correction of other parking deficiencies, such as parking within 20' of crosswalk or 15' of a fire hydrant. The proposed parking exhibit also includes newly created spaces: three (3) parking spaces are being added on the west side of Main St (Crescent to Pennsylvania) by eliminating the right turning lane onto Crescent, and six (6) spaces are being added on the south side of Duane St (Main to Prospect), by converting existing grass to streetscaped parkways with parallel parking. Please note that the exhibits were updated to include sections of Hillside Ave and Anthony Ave.

In response to the phased easing of COVID restaurant seating restrictions in spring of this year, the Village installed outdoor seating areas at various sections of downtown as depicted in attached Exhibit 3. Generally the outdoor dining areas utilize street and/or on-street parking to accommodate additional outdoor seating. In total, 7 parking spaces were temporally eliminated on the north side and 12 spaces on the south side of the CBD. The temporary dining areas have helped spotlight certain focus areas of the CBD that could benefit from further increases in sidewalk widths.

Focus areas for potential changes proposed parking configurations

Upon review of the remaining street sections that could benefit from increased sidewalk width, the following three sections were identified for potential changes in on-street parking configurations and roadway geometry.

1. Crescent Blvd (Main/Forest)

Existing Parking Spaces: 43

Proposed Parking Spaces (angled north, parallel south side): 37 (including 1 space converted to

ADA accessible aisle)

Existing Sidewalk width: 4.5 feet south side, 11 feet -13.5 feet north side

Proposed Sidewalk width: 7 feet south side, 13.5–15 feet north side (with design exception from IDOT)

Potential changes to proposed parking: Convert to all parallel parking

Parking spaces: 29 - Reduction of 8 spaces from proposed (reduction of 14 spaces from existing configuration)

Sidewalk widths: 8 feet south side, 13.5-15 feet north side – increase of 3.5 feet on south, and increase 0.5-2.5 feet on north side

2. Main St (Crescent/Pennsylvania)

Existing Parking Spaces: 26

Proposed Parking Spaces (angled east side, parallel west side): 30 (including space converted to

ADA accessible aisle)

Existing Sidewalk widths: 15 feet east side, 14 feet west side

Proposed Sidewalk width: 15 feet east side, 15.5 feet west side (with design exception from IDOT)

Potential changes to proposed parking: Convert to all parallel parking

Parking Spaces: 23 - Reduction of 7 spaces from proposed (reduction of 3 spaces from existing configuration)

Sidewalk widths: 20 feet on both sides of street – increase of 4.5-5 feet on each side

3. Main St (Hillside/Duane)

Existing Parking Spaces: 20

Proposed Parking Spaces (parallel both sides): 18

Existing Sidewalk widths: 11.5 feet both sides

Proposed Sidewalk width: 14 feet east side, 12.5-20 feet west side

Potential changes and considerations:

- Conversion of north end of block to Flex Street (curb less design) Most of the existing parking spaces may be retained. See Flex Street section for more information on this subject.
- Any further reductions of on-street parking to allow for additional outdoor dining

Advantages and Drawbacks of Potential Changes

The main advantage of making the changes to the proposed parking configuration are the increases in sidewalk widths and usable pedestrian spaces which can provide the following benefits.

Benefits of Wider Sidewalk:

- Adequate space for outdoor dining for current and future restaurants and accommodation of all required streetscape furniture.
- Increased sale space for retail businesses (sidewalk sales).
- Provide a better environment to maintain a healthy urban forest and other greenspace.
- Ample pedestrian accommodations create places where people will want to spend more time, and even “hang out”, by dedicating more of the existing right-of-way to attractive wider sidewalks and greenspace adjacent to the roadway.
- Plaza like environments tend to draw in pedestrians and allows extra space for events.
- Design for the future which aligns with current trends of lesser reliance on driving vehicles and lesser reliance on parking.

Benefits of Converting to Parallel Parking:

- Capitalize on customer parking in the new Civic Center Public Garage, along with easy access via connecting walkway to south sections of Main Street and north side of the downtown via future train station pedestrian underpass;
- Parallel parking is best angle for drivers to see approaching vehicles and bicyclists when entering and leaving the parking space.
- Vehicles do not overhang the sidewalk.
- Headlights of angle parked vehicles would not intrude upon those dining or congregating on sidewalks in the evenings.
- Reduction in parking related crashes. One of the factors in parallel parking being the recommended standard is due to the increased crash rate that is seen in many existing angle parking areas. For example, on Crescent east of Main, there were 26 parking related crashes over a 4-year period, compared to 8 other types of crashes. This parking related crash number may be low, as crash reports are only generated when there is property damage over \$1500 that is reported to the police. See Exhibit 4 for Crash Data.

Conversely, changing to parallel parking results in loss of spaces which some of the Business Community has expressed concern with. The biggest drawbacks to making the changes to the proposed parking configuration include:

Drawbacks of converting to parallel parking:

- Loss of on-street parking spaces (15 less than proposed angled parking; 17 less than existing angled parking).
- Consideration for some people who are not comfortable with parallel parking, concern raised at the Design Workshop meeting.
- Additional changes in snow removal operations for streets and sidewalks.

In terms of staff's recommendation, parallel parking is the recommended on-street parking configuration.

Additional design considerations aimed at increasing usable sidewalk spaces

Tree Spacing and use of Suspended Pavement planters

In addition to potential increases of sidewalk widths, the design team has looked at other design parameters items that can supplement roadway geometric changes related to on-street parking configurations. The first thing that was reviewed is the planned downtown tree spacing. Preliminary site plans included parkway trees spaced generally 25' on-center. Upon review of the tree spacing and required tree planter areas, staff recommend an increase of tree spacing to generally 35' on-center, which is still very much in line with typical urban tree spacing. This allows a little more room for placement of streetscape furniture and potential use of sidewalk as dining areas.

Another way to increase the usable sidewalk space is through the use of suspended pavement system around trees. This system allows for an adequate tree opening for tree installation with "Paver Grates" on top which leaves only a 2' square opening for the tree. This is great application for areas of narrower sidewalks, as it reduces a tree planter footprint by 30 to up to 75 square feet per tree. Attached Exhibit 5 contains more information on the tree spacing and Suspend Pavement System.

Potential Placement of Outdoor Cafes/Sidewalks Sales in the CBD

To help visualize the amount of space needed for outdoor dining discussions, plan exhibits were put together to review various options for placing Outdoor Cafe and Sidewalk Sales in the CBD. Outdoor café were added to typical 15' wide sidewalk and a 20' wide sidewalks. One row of 4-person tables was able to be incorporated on a 15' sidewalk and still provide a minimum Pedestrian Access Route (PAR). 20' wide sidewalks allowed for at least 2 rows of 4-person tables.

Assuming the furniture zone area is not being fully utilized for walking, placing the seating area against the buildings yielded a slight decrease dining space; 15' sidewalk – one row of 2-person tables, 20' sidewalk – one 4-person table and one 2-person table. A way to increase the usable dining space is through the use of extended platforms placed in the parking stalls adjacent to the restaurant. Attached Exhibit 6 show a typical Outdoor Café with extended platforms into diagonal and parallel allowing for three to four rows of tables. Extended platform have its drawbacks and benefits.

Benefits include:

- Allow for extension of dining spaces
- Temporary loss of parking spaces during outdoor dining season
- Flexibility in adding outdoor dining space only where it is most needed

Drawbacks include:

- The platforms need to be assembled and disassembled annually
- The platforms need to stored during the off-season months
- Traffic safety measures need to be incorporated into the design of the spaces
- Concerns with potential obstructions of driver visibility for vehicles backing out of the diagonal spaces

Attached Exhibit 7 includes rendering showing the potential use of outdoor platform in downtown Glen Ellyn.

Flex Street

One of the design elements considered for the section of Main Street (Hillside to Duane) is a Flex Street, which allows the street and sidewalk space to be shared more freely by pedestrians, cyclists and motorists, by eliminating the curbs and elevation difference between the sidewalk and the street. It allows for seamless transition of typical street into a level plaza like gathering or event space. Currently, the section between the proposed mid-block crossing and Duane St (current location of Main Street Al Fresco tent). Another section of Main St (Crescent to Pennsylvania) has also been mentioned as possible candidate. Flex streets do not include curbs that separate vehicular traffic from pedestrian traffic, therefore for times when the street is open to vehicular traffic, creative use of street furniture combined with bollards is used separate the vehicular traffic. Parking can be included on Flex Street with proper delineation of the parking spaces. Flex Street also comes with a premium to the cost of construction for additional fill, storm sewer work, and items related to traffic safety. For the section of Flex Street between mid-block crossing and Duane, a \$75,000 increase in cost was estimated.

Exhibit 8 shows the potential limits of a Flex Street on Main Street, south of Duane. Staff looks to discuss the flex street idea on Main St, in particular as it relates to potential uses of the flex street, benefits, drawback, traffic circulation, and limits.

Staff, Civiltech team and Chairman Szymanski has recently visited City of Batavia's River Street to review a similar Flex Street installation. One difference to note is that the River Street is constructed almost entirely with pavers, where Main Street will likely consist of concrete sidewalks and parking lanes, and asphalt street. Civiltech was involved in that project and can provide an overview of the improvements.

Covered Streets

With the success of Main Street Al Fresco dining area largely contributed to the installation of 30' x 120' tent in the middle of Main St, an idea was resurfaced about duplicating the ambiance of Main St dining tent with a more permanent, street/sidewalk canopy. The idea is that the street could be kept opened and closed as needed, yet still provide a covered space and ambiance of the tent for outdoor dining. Further evaluation has not yet been completed, but factors identified include size and area of the proposed canopy, ability to remove the canopy as needed, street vs sidewalk coverage, height of the canopy, and cost. Attached as Exhibit 9 are a few of the limited examples of fabric covered streets and parks.

Additional CIC Input and Recommendations

The items included in the agenda were discussed by the members of the CIC at the October 13th with eight CIC Commissioners in attendance. Additionally, three members of the audience representing the Chamber of Commerce, the Glen Ellyn Public Library, and a downtown business owner, were in attendance and provided valuable input on the agenda items.

- The Capital Improvements Commission weighed the current needs of businesses as well as the long-term investment in the streetscape project and after careful deliberation recommended all parallel parking on Main Street (Crescent to Pennsylvania) to allow for wider sidewalks and a modest decrease in number of parking spaces.
- The CIC weighed the pros and cons of potential changes on Crescent (Main/Forest) with five of the eight Commissioners in attendance recommending 45 degree parking on the north side of the street. The majority of members of the CIC felt that although Crescent provides excellent opportunity to maximize sidewalk spaces and impact of the streetscape project, the total loss of parking spaces amongst both Main and Crescent heavily influenced their position to retain the angled parking. A couple of commission members commented that they would be open to converting to parallel parking on one of the streets, Crescent or Main St; but not on both sections. The three Commissioners in support of parallel parking on Crescent noted that the sidewalks are narrow in what is a

heavily travelled corridor for both the High School Students and users of the Train Station. Concerns were also noted regarding the usable area for planting trees and incorporating other streetscape elements. The benefits to the flow of traffic via the incorporation of two travel lanes was noted under the parallel parking configuration; as was reference to the existing angle parking having operational challenges substantiated by parking related crash records.

- The CIC reviewed the materials presented on the concept flex street located on Main Street (south of the tracks), supported the idea and recommended that the design team continue its work on this concept. Commissioners and staff noted that the limits and function of the flex street do need further analysis.
- The CIC reviewed the materials presented on fabric coverings/canopies for Main Street (south of the tracks). Additional conceptual design work needs to be completed to further the concepts. Commissioner Baldin presented a couple of ideas for street covering along with cost alternatives from previous projects.

Budget Impact:

N/A

Action Requested:

Staff respectfully requests that the Village Board review the aforementioned project elements and provide input on the following items:

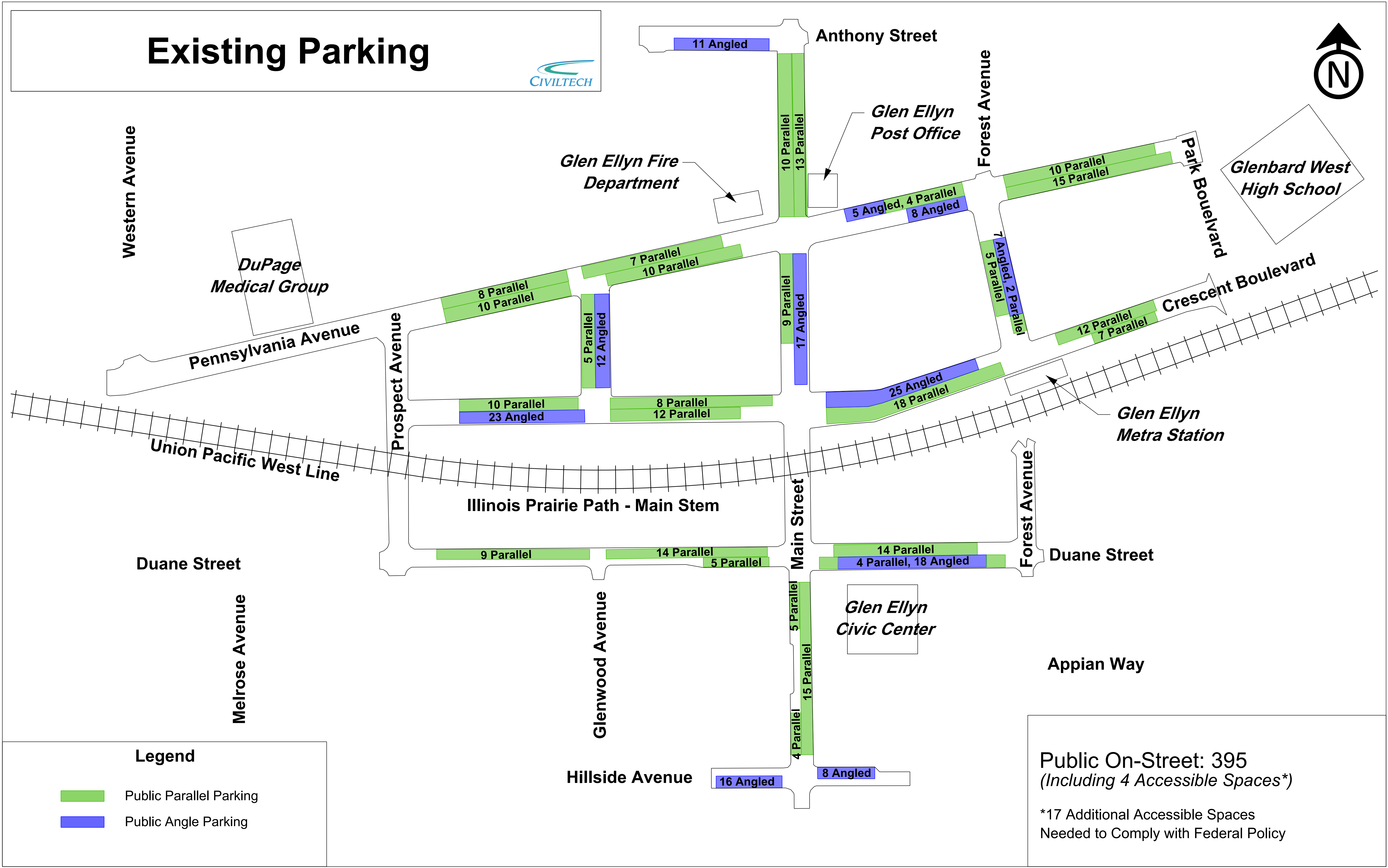
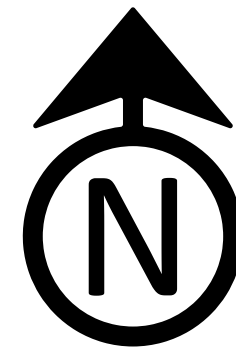
- Review of the benefits and drawbacks of potential changes to these sections of roadway: Crescent Blvd (Main to Forest), Main St (Crescent to Pennsylvania), Main St (Hillside to Duane).
- Confirm Village Board direction for the preferred parking/sidewalk configuration for the aforementioned sections of roadway.
- Review and provide input on design team's current recommendations for trees (spacing/placement/planters).
- Review and input on the concept of flex streets and its potential application on Main Street including the use of canopies.

Attachments:

1. EX 1 - CBD Existing and Proposed Parking

2. EX 2- Main St and Crescent Parking Plans
3. EX 3 - Overall on-Street Dining Plan
4. EX 4 - Crash data
5. EX 5 - Tree and Tree planter exhibits
6. EX 6 - Outdoor Dining Spaces
7. EX 7 - Extended Dining Platforms renderings
8. EX 8 - Flex Street Plan and Examples
9. EX 9 - Covered Streets Examples
10. EX 10 - Site Plans-35ft tree spacing

Existing Parking





Crescent Boulevard

***Glen Ellyn
Post Office***

***Glen Ellyn
Civic Center***

Illinois Prairie Path - Main Stem

Hillside Avenue

Duane Street

Melrose Avenue

Pennsylvania Avenue

Main Street

Glenwood Avenue

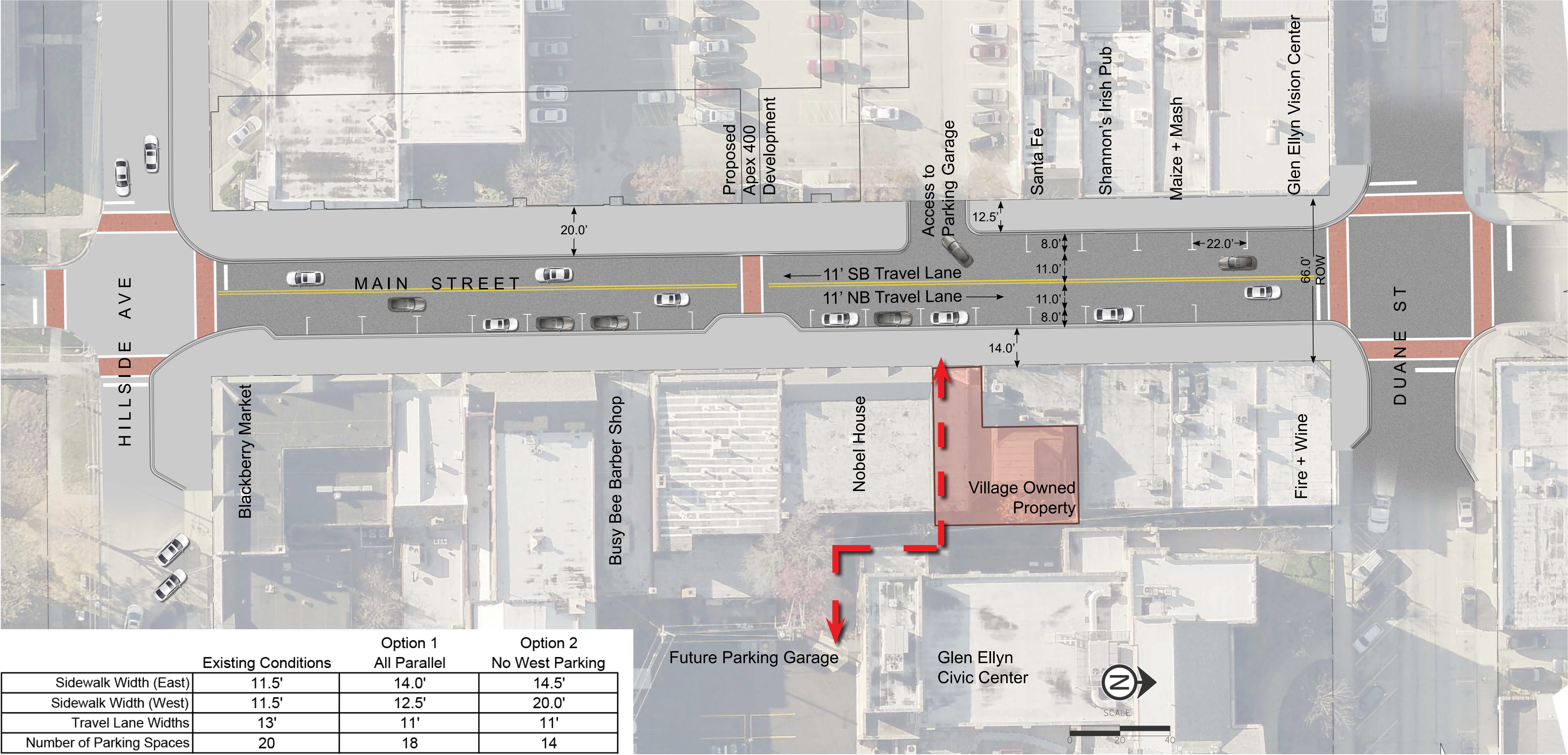
Prospect Avenue

Forest Avenue

Forest Avenue

Public Parallel Parking
Public Angle Parking

(Additional angle spaces may be converted to accessible access spaces pending final accessible space layouts)



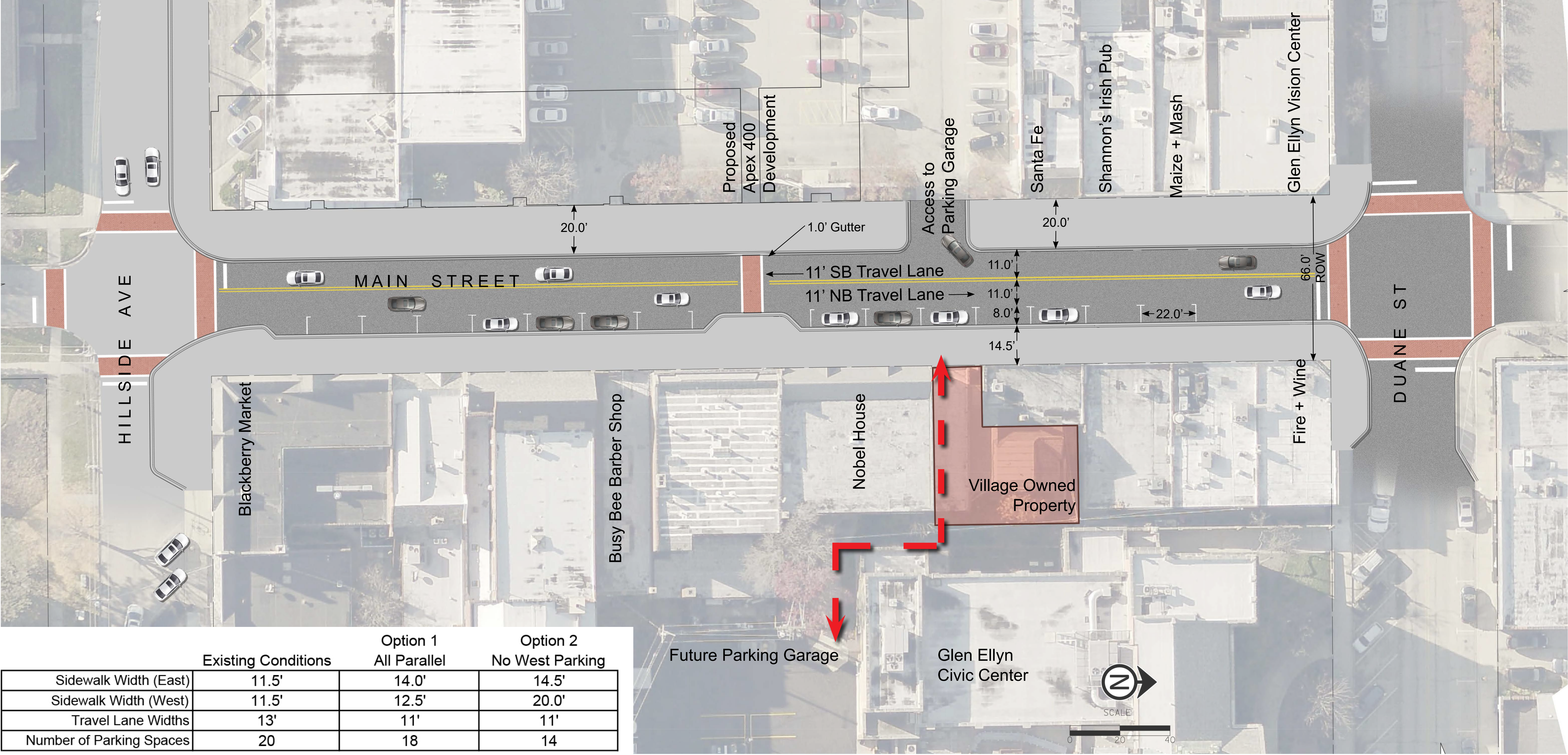
	Existing Conditions	Option 1 All Parallel	Option 2 No West Parking
Sidewalk Width (East)	11.5'	14.0'	14.5'
Sidewalk Width (West)	11.5'	12.5'	20.0'
Travel Lane Widths	13'	11'	11'
Number of Parking Spaces	20	18	14

Glen Ellyn Parking Comparison

Main Street - Hillside to Duane
Option 1 - Parallel Parking



March 1, 2019

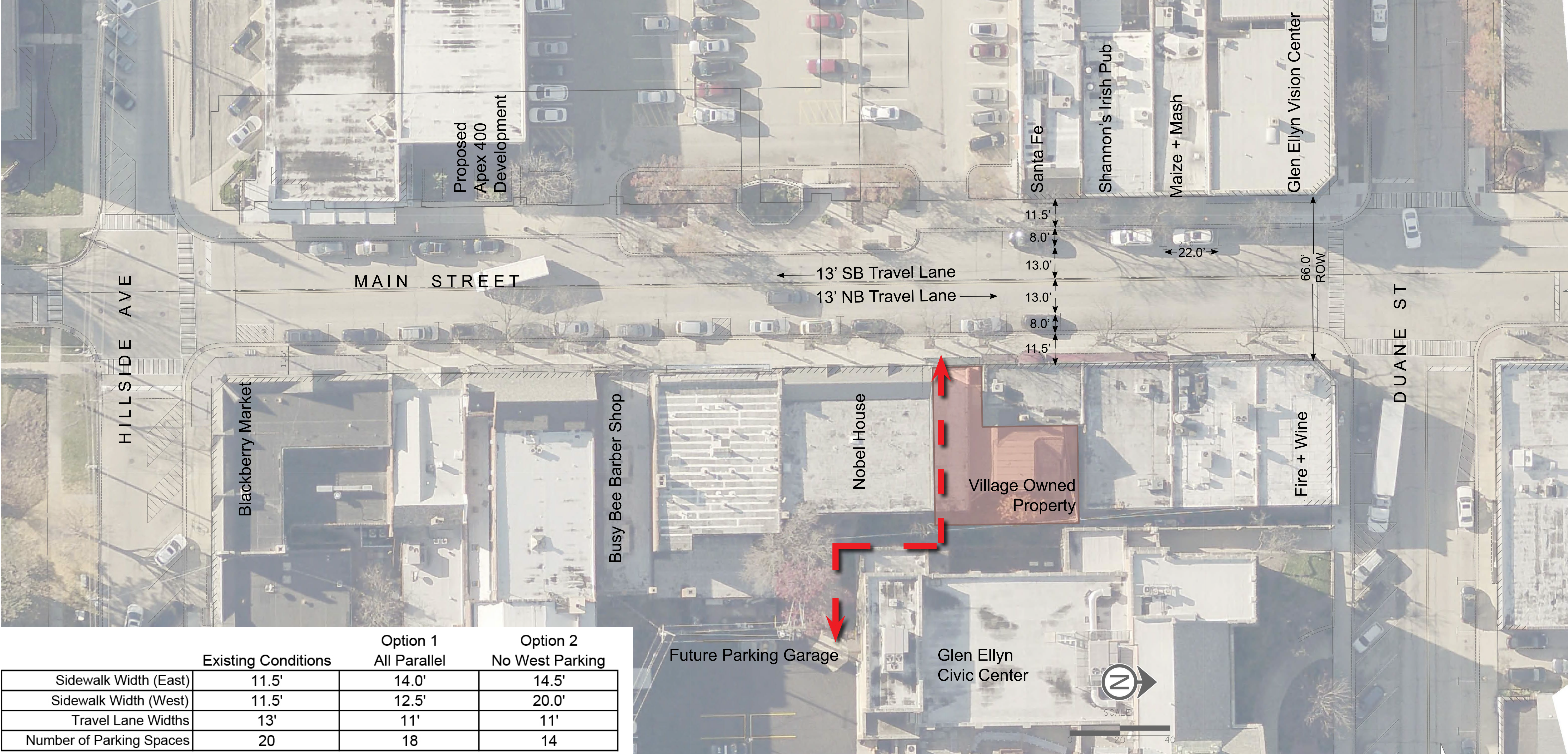


Glen Ellyn Parking Comparison

Main Street - Hillside to Duane
Option 2 - No West Side Parking



March 1, 2019



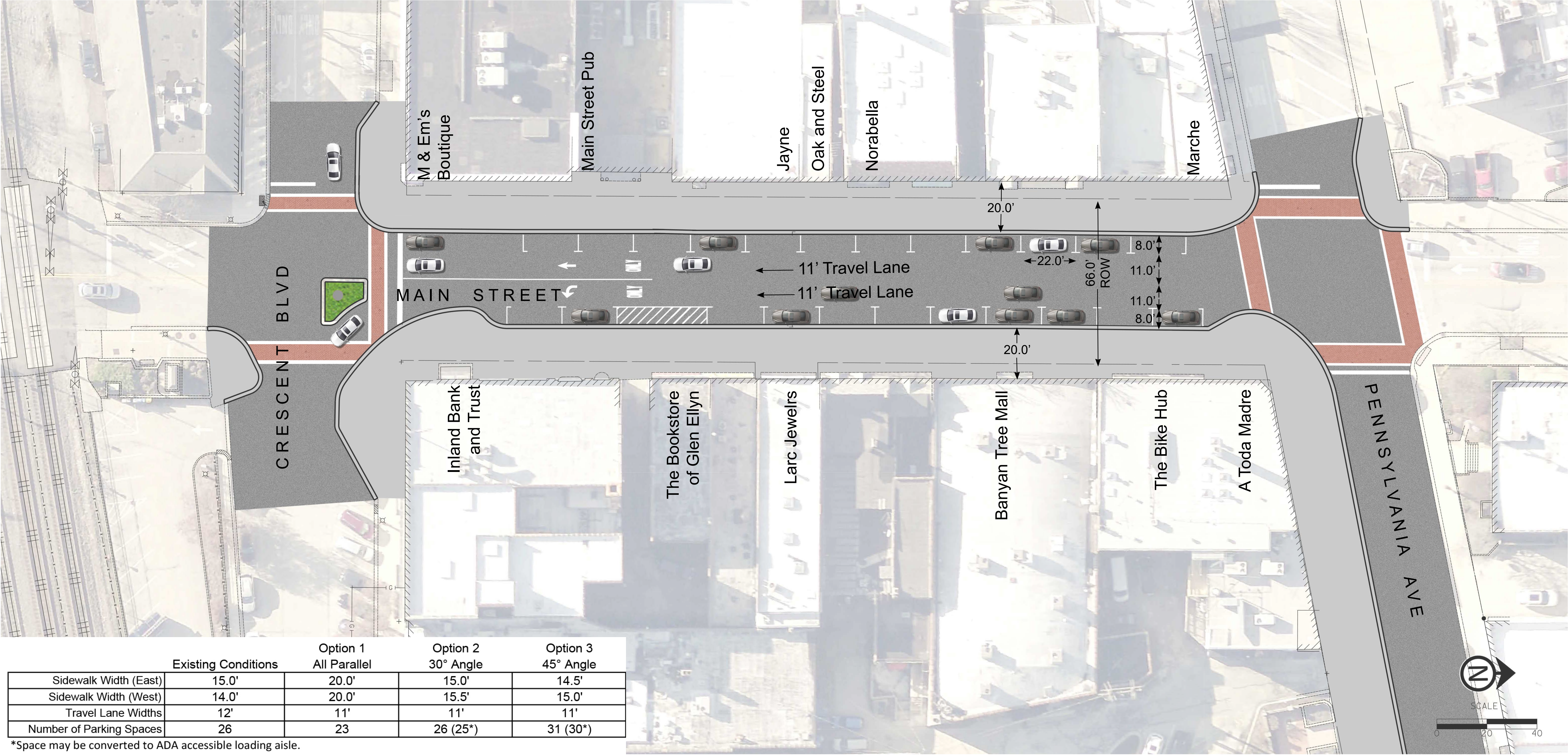
	Existing Conditions	Option 1 All Parallel	Option 2 No West Parking
Sidewalk Width (East)	11.5'	14.0'	14.5'
Sidewalk Width (West)	11.5'	12.5'	20.0'
Travel Lane Widths	13'	11'	11'
Number of Parking Spaces	20	18	14

Glen Ellyn Parking Comparison

Main Street - Hillside to Duane
Existing Conditions



March 1, 2019



	Existing Conditions	Option 1 All Parallel	Option 2 30° Angle	Option 3 45° Angle
Sidewalk Width (East)	15.0'	20.0'	15.0'	14.5'
Sidewalk Width (West)	14.0'	20.0'	15.5'	15.0'
Travel Lane Widths	12'	11'	11'	11'
Number of Parking Spaces	26	23	26 (25*)	31 (30*)

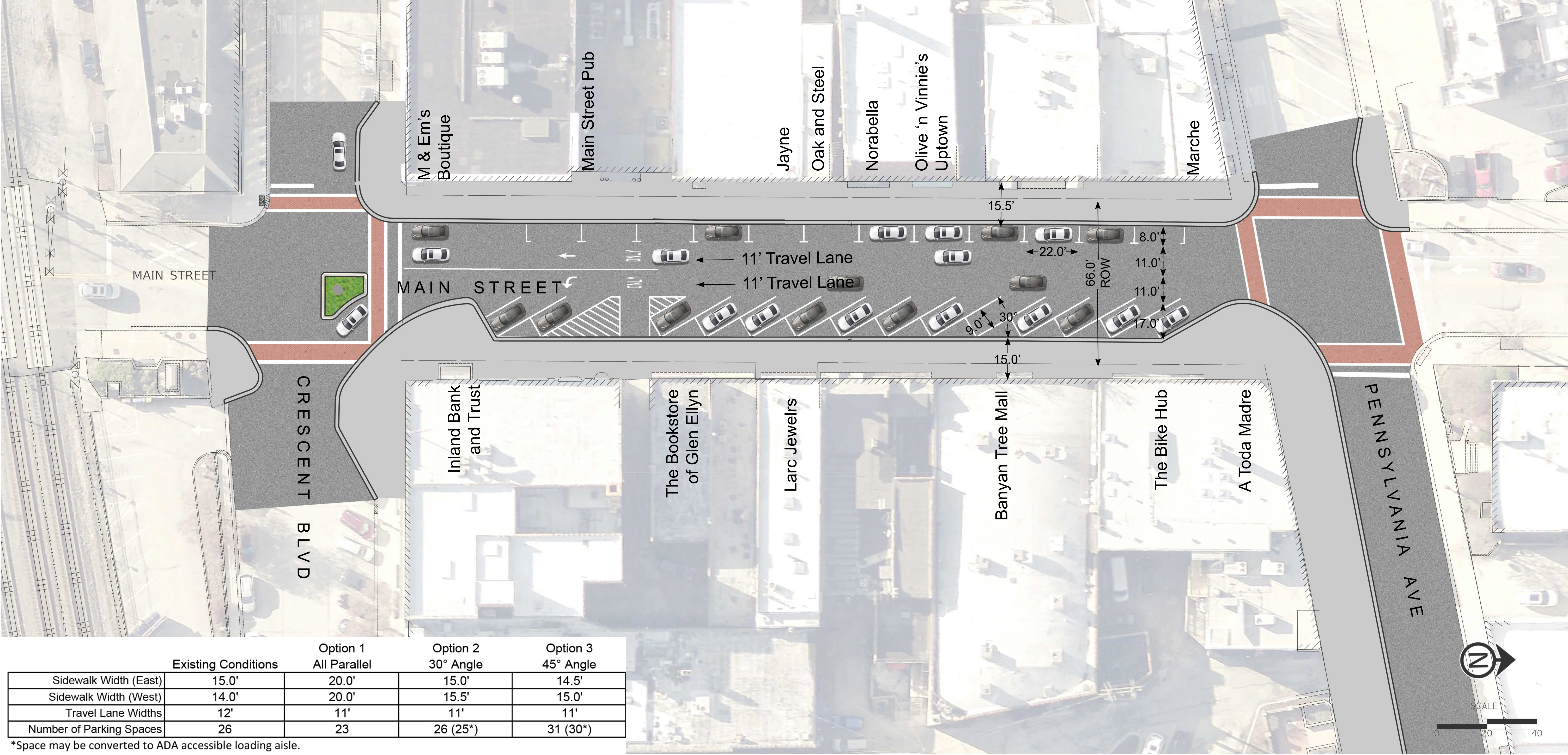
*Space may be converted to ADA accessible loading aisle.

Glen Ellyn Parking Comparison

Main Street - Crescent to Pennsylvania
Option 1 - Parallel Parking Both Sides



Oct 8, 2020



	Existing Conditions	Option 1 All Parallel	Option 2 30° Angle	Option 3 45° Angle
Sidewalk Width (East)	15.0'	20.0'	15.0'	14.5'
Sidewalk Width (West)	14.0'	20.0'	15.5'	15.0'
Travel Lane Widths	12'	11'	11'	11'
Number of Parking Spaces	26	23	26 (25*)	31 (30*)

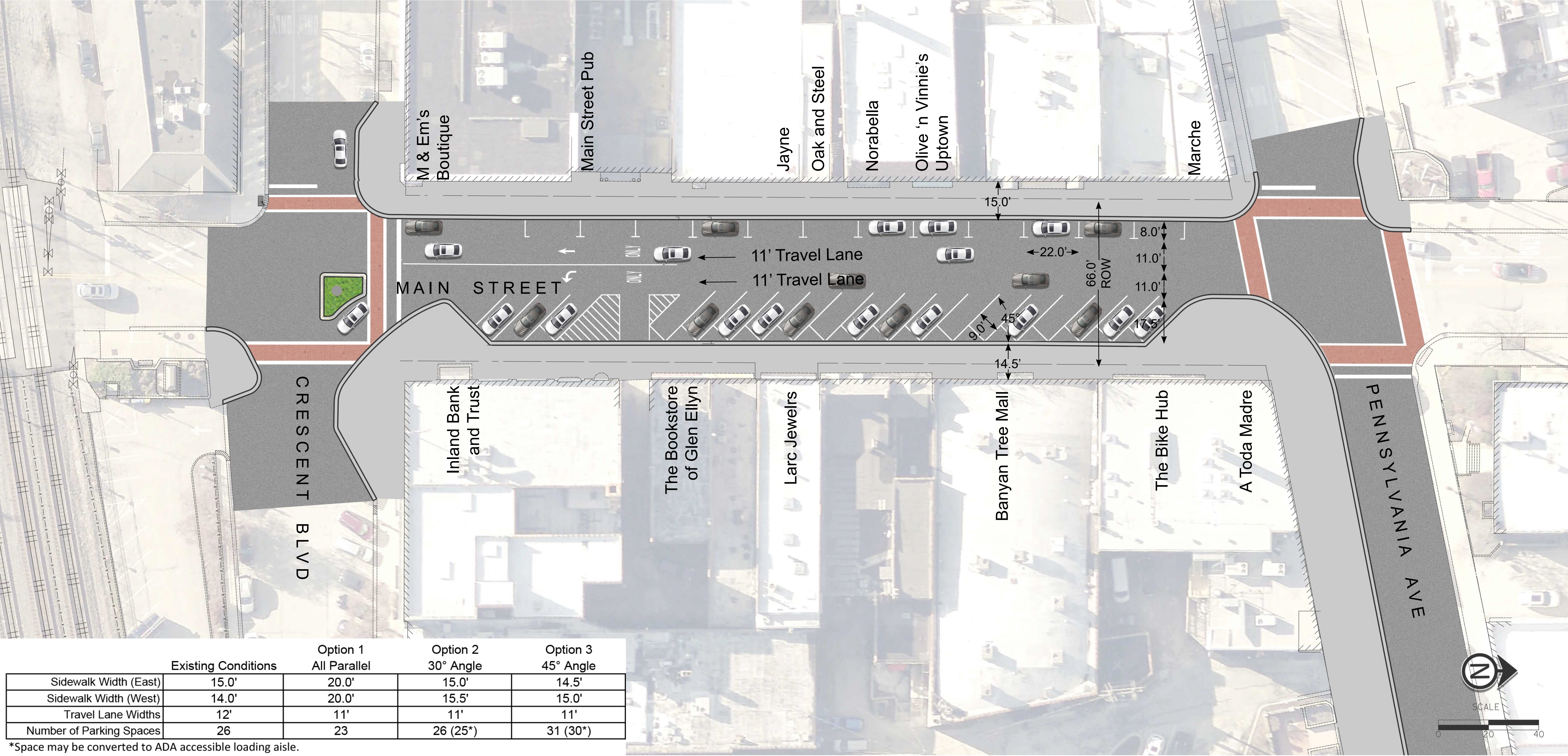
*Space may be converted to ADA accessible loading aisle.

Glen Ellyn Parking Comparison

Main Street - Crescent to Pennsylvania
Option 2 - 30° Angled Parking on East Side



Oct 8, 2020

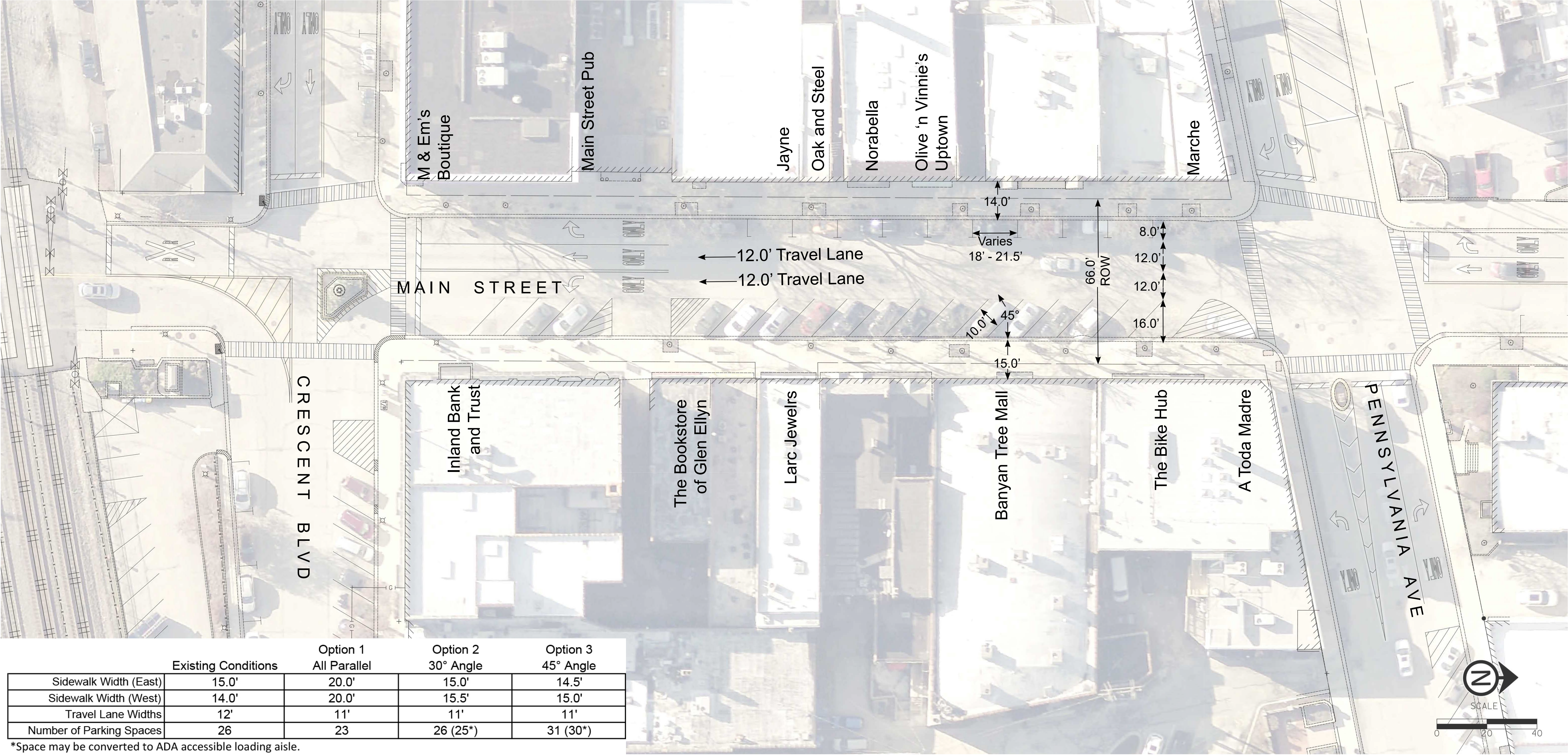


Glen Ellyn Parking Comparison

Main Street - Crescent to Pennsylvania
Option 3 - 45° Angled Parking on East Side



Oct 8, 2020



	Existing Conditions	Option 1 All Parallel	Option 2 30° Angle	Option 3 45° Angle
Sidewalk Width (East)	15.0'	20.0'	15.0'	14.5'
Sidewalk Width (West)	14.0'	20.0'	15.5'	15.0'
Travel Lane Widths	12'	11'	11'	11'
Number of Parking Spaces	26	23	26 (25*)	31 (30*)

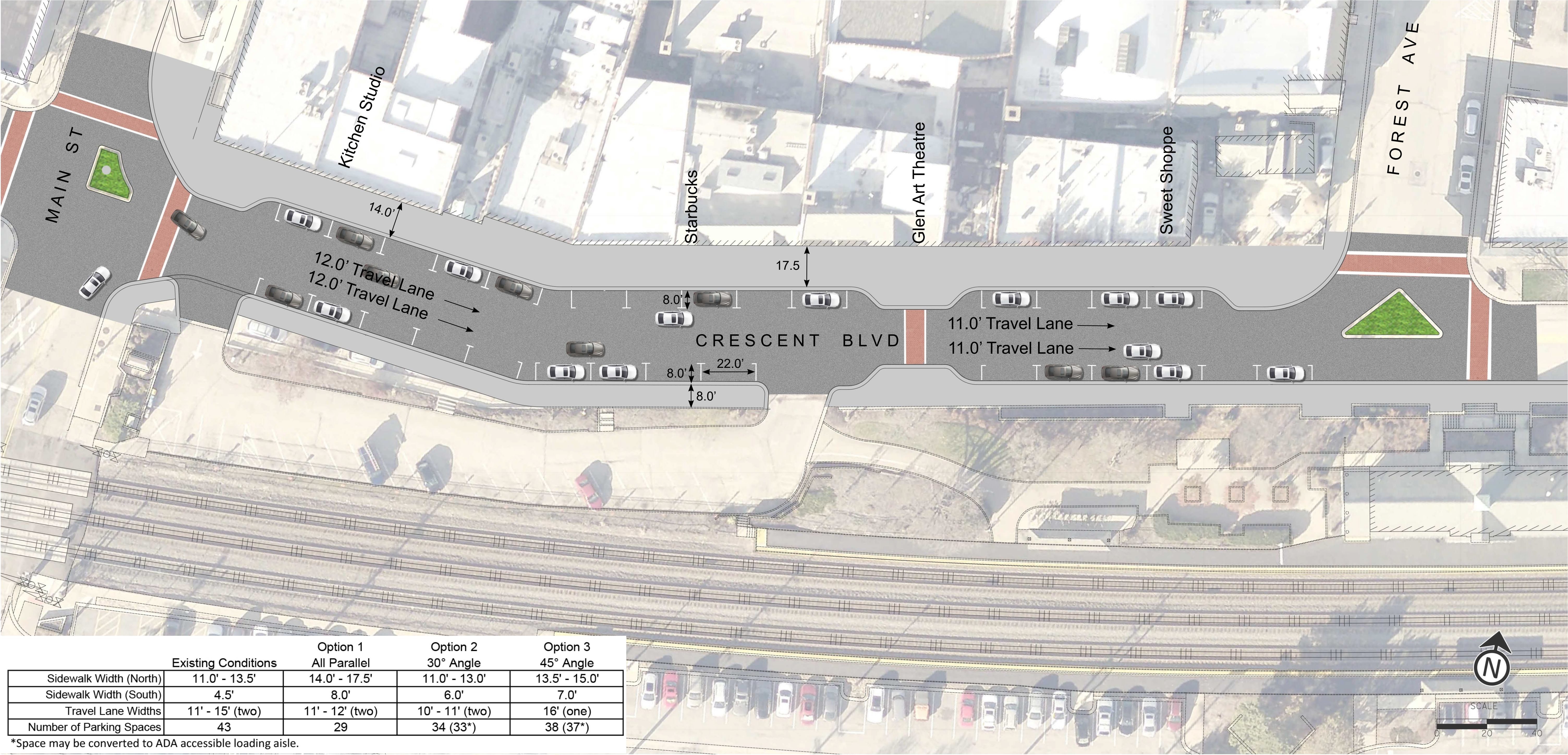
*Space may be converted to ADA accessible loading aisle.

Glen Ellyn Parking Comparison

Main Street - Crescent to Pennsylvania
Existing Conditions



Oct 8, 2020

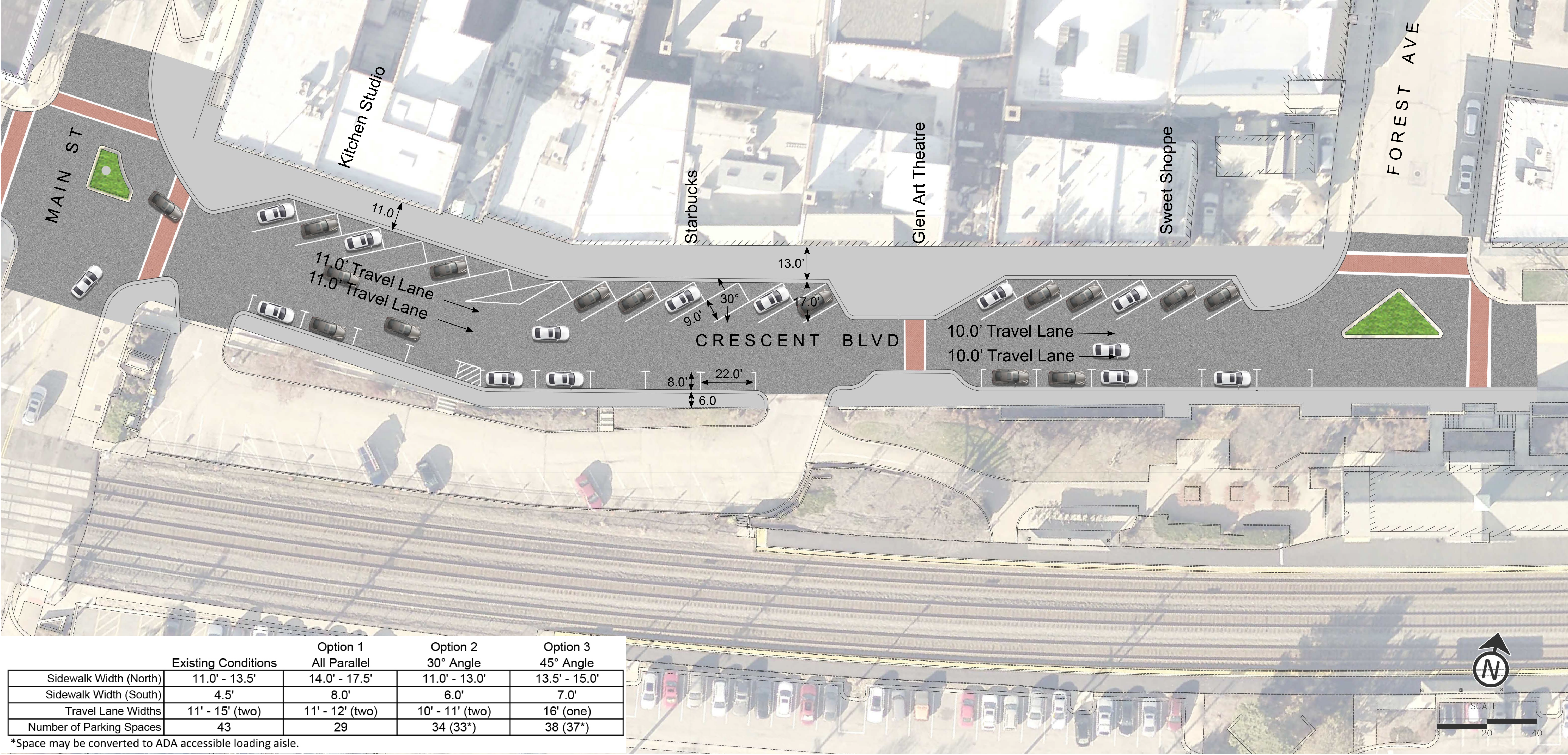


Glen Ellyn Parking Comparison

Crescent Boulevard - Main St to Forest Ave
Option 1 - Parallel Parking



Oct 8, 2020



	Existing Conditions	Option 1 All Parallel	Option 2 30° Angle	Option 3 45° Angle
Sidewalk Width (North)	11.0' - 13.5'	14.0' - 17.5'	11.0' - 13.0'	13.5' - 15.0'
Sidewalk Width (South)	4.5'	8.0'	6.0'	7.0'
Travel Lane Widths	11' - 15' (two)	11' - 12' (two)	10' - 11' (two)	16' (one)
Number of Parking Spaces	43	29	34 (33*)	38 (37*)

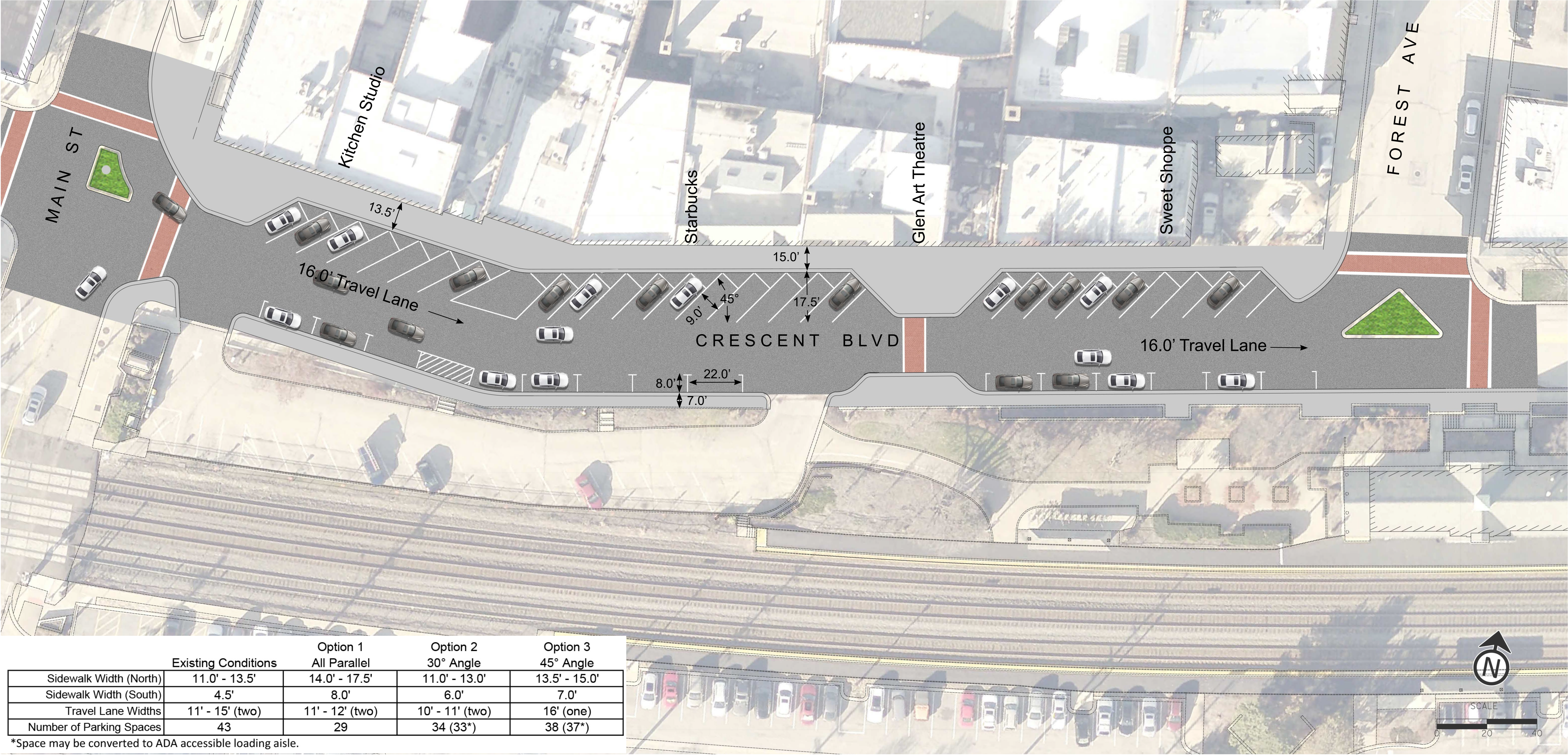
*Space may be converted to ADA accessible loading aisle.

Glen Ellyn Parking Comparison

Crescent Boulevard - Main St to Forest Ave
Option 2 - 30° Angled Parking



Oct 8, 2020

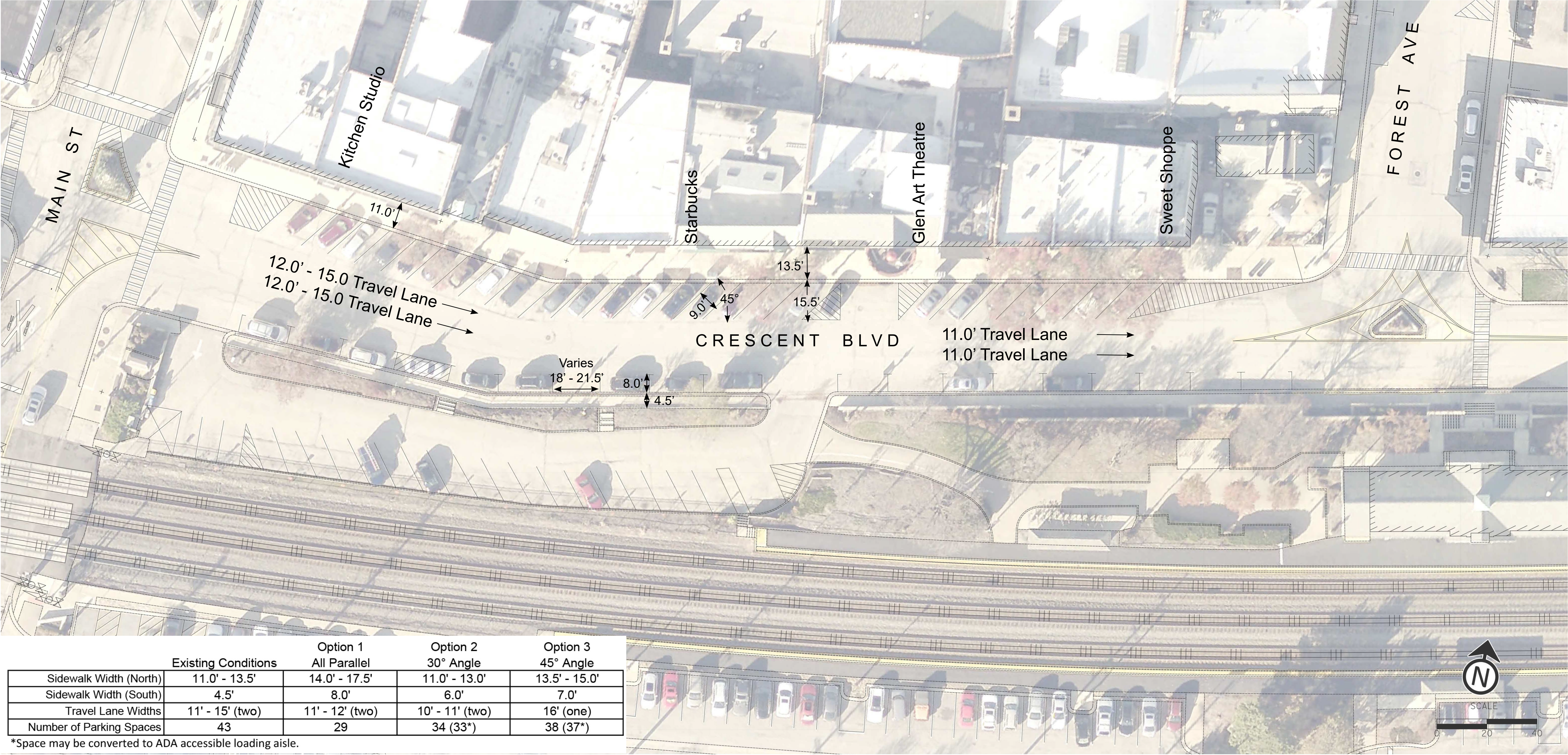


Glen Ellyn Parking Comparison

Crescent Boulevard - Main St to Forest Ave
Option 3 - 45° Angled Parking



Oct 8, 2020

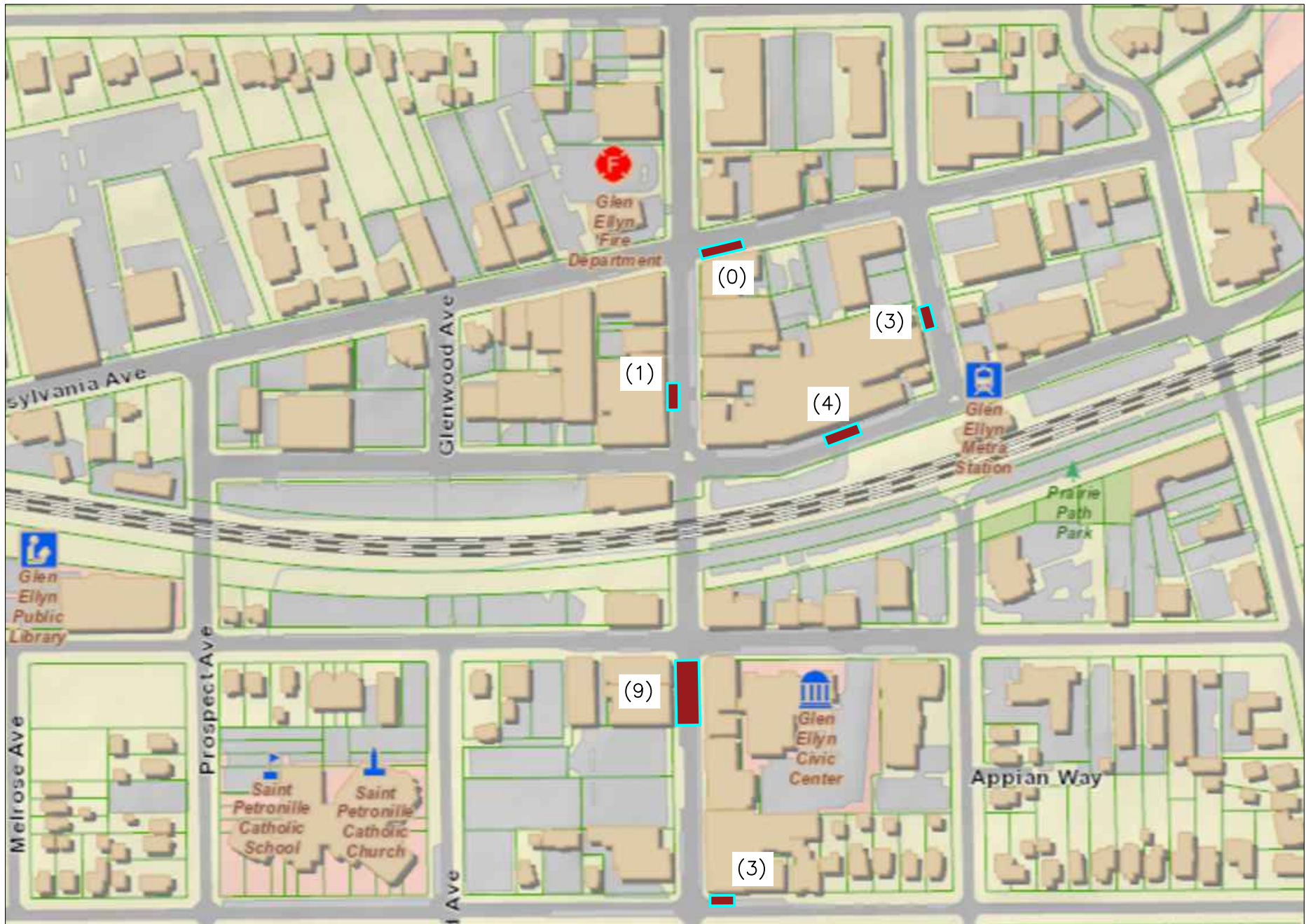


Glen Ellyn Parking Comparison

Crescent Boulevard - Main St to Forest Ave
Existing Conditions



Oct 8, 2020

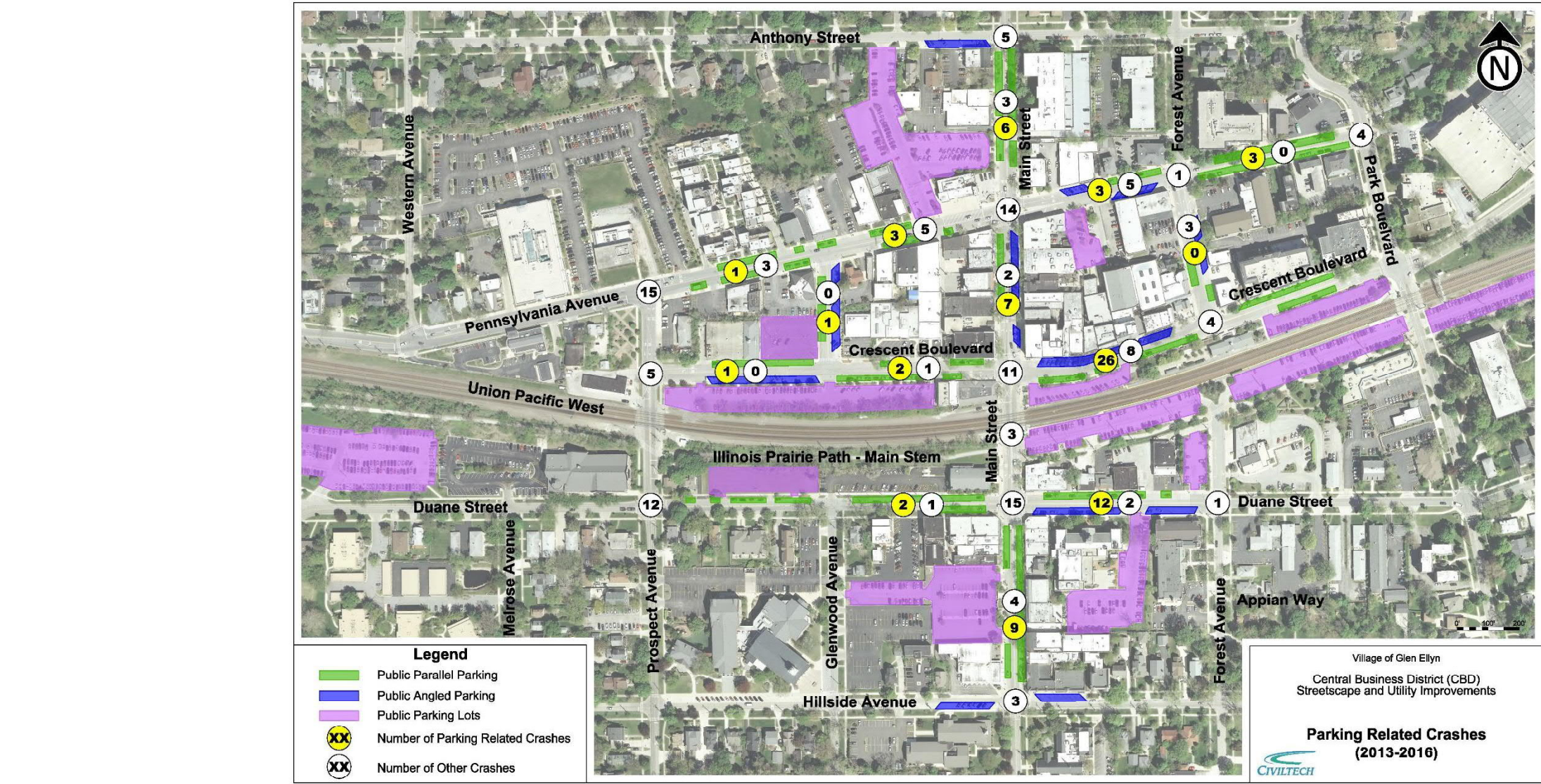


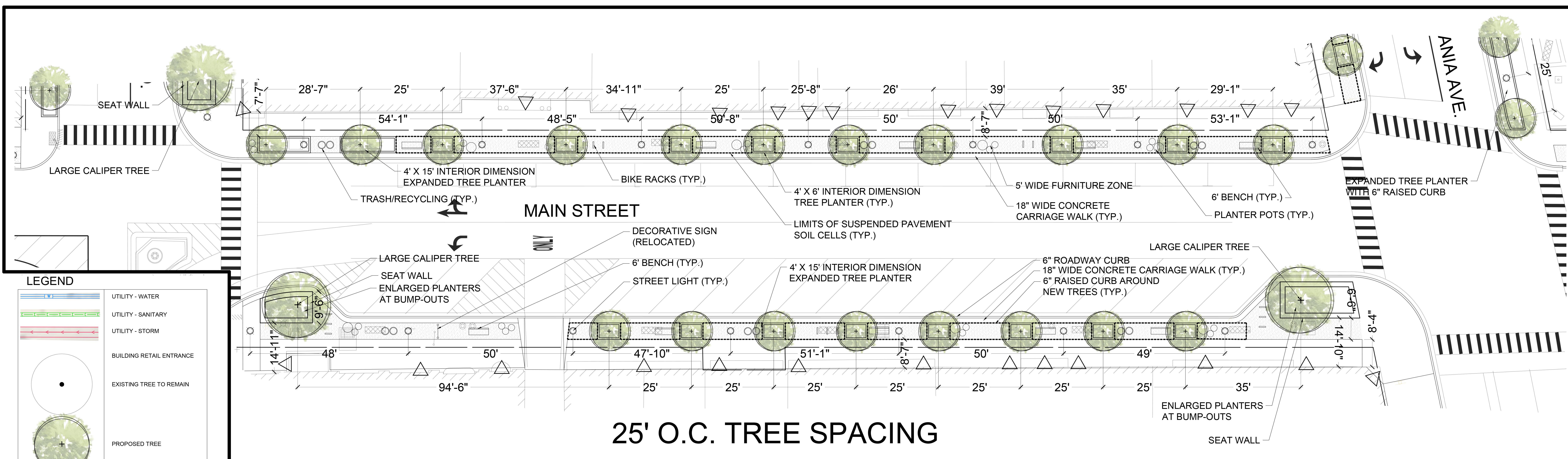
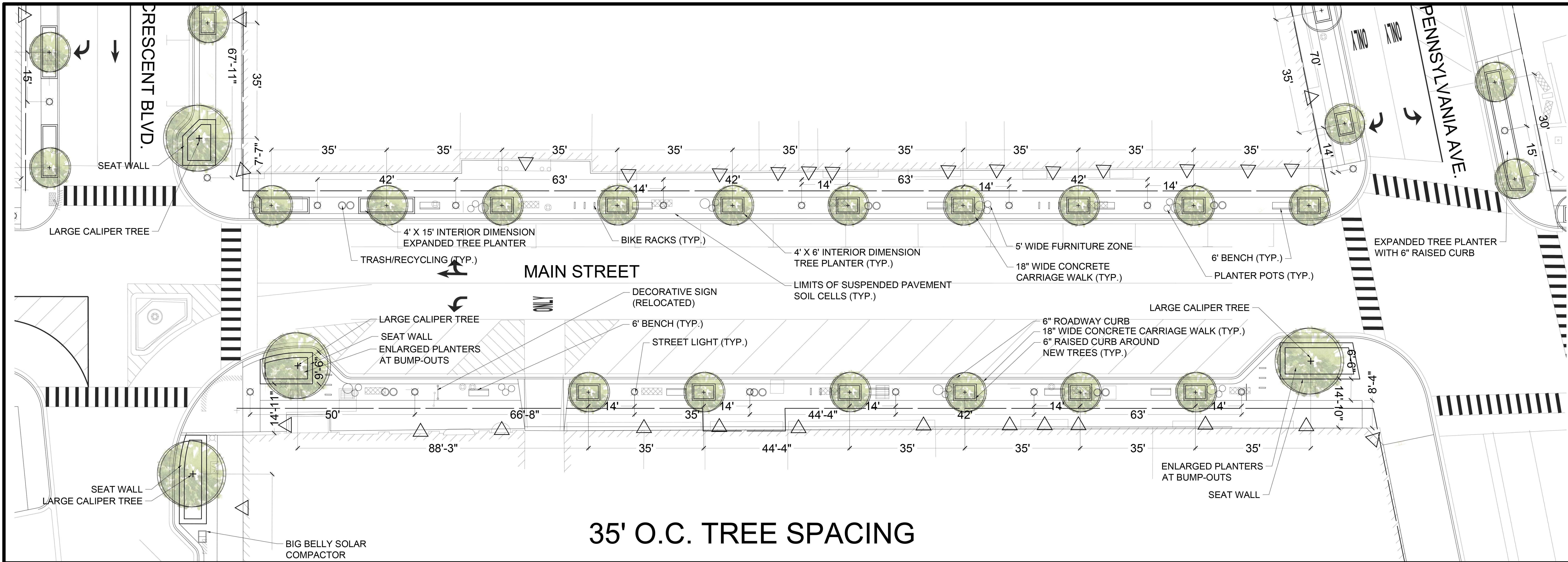
(1) PARKING SPACES IMPACTED

OUTDOOR DINING AREA

GLEN ELLYN CENTRAL BUSINESS DISTRICT ON STREET OUTDOOR DINING

Crash Analysis



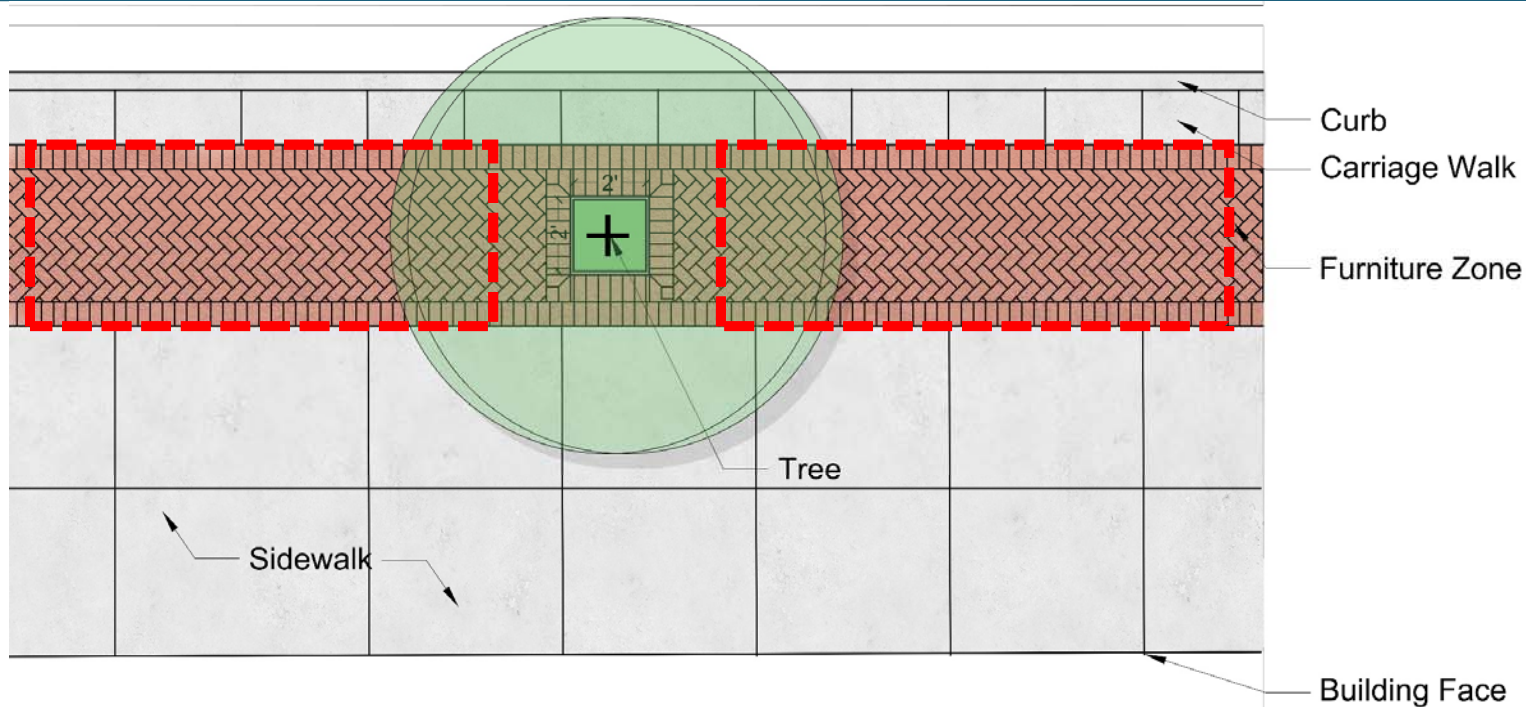


LEGEND

- UTILITY - WATER
- UTILITY - SANITARY
- UTILITY - STORM
- BUILDING RETAIL ENTRANCE
- EXISTING TREE TO REMAIN
- PROPOSED TREE
- DECORATIVE PAVING
- LIMITS OF SUSPENDED PAVEMENT SOIL CELLS
- STREET LIGHT
- BUILDING RETAIL/RESTAURANT ENTRANCE

MAIN STREET PENNSYLVANIA TO CRESCENT

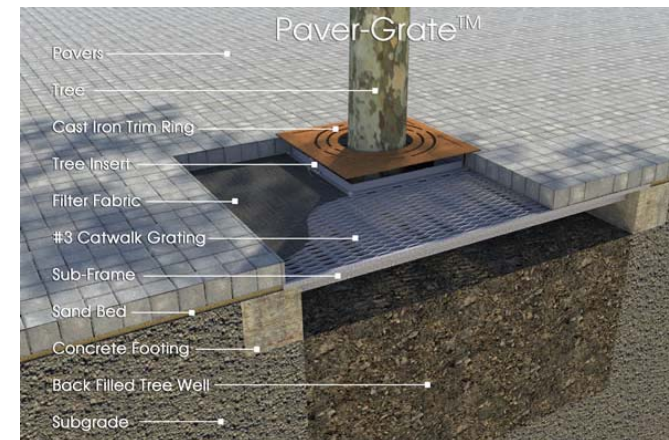
Tree Soil Space | 2' x 2' Opening with Suspended Pavement



- Since the soil volume is being provided under the pavement, it is possible for tree openings to be very small.
- “Paver Grates” are a system that provides a workable size opening (5x5) for tree installation, then pavers are installed on top of the grate leaving just a 2' square opening for the tree.

Alternative Options to Planter Curbs

- Below: Examples of Paver Grates used with Suspended Pavement systems
- Detailing would be needed to limit stormwater runoff into openings
 - Spring flushing with irrigation system to remove salt
 - Infiltration from roadway could be included – with shut off system to prevent infiltration in winter.



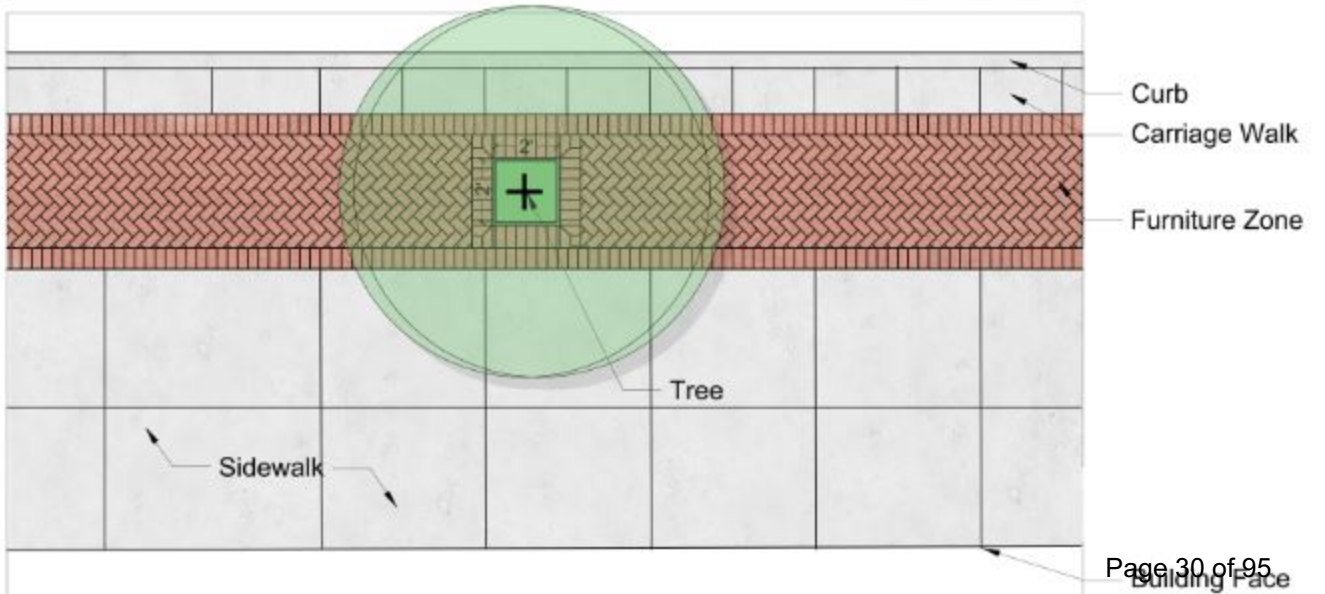
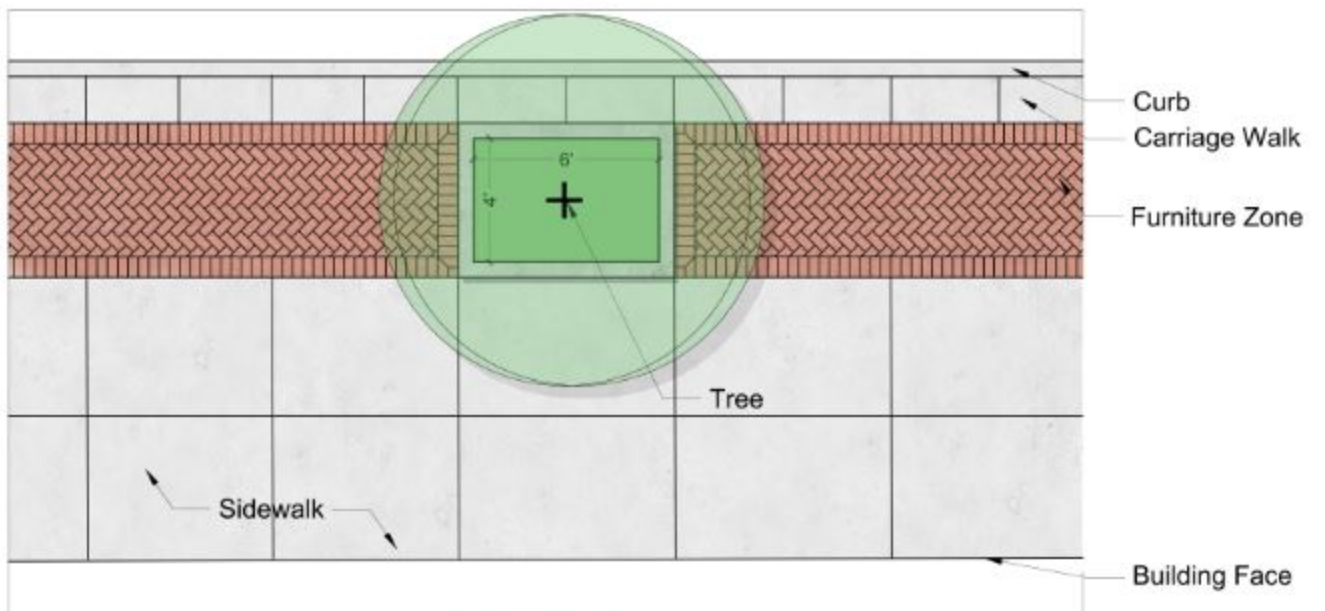
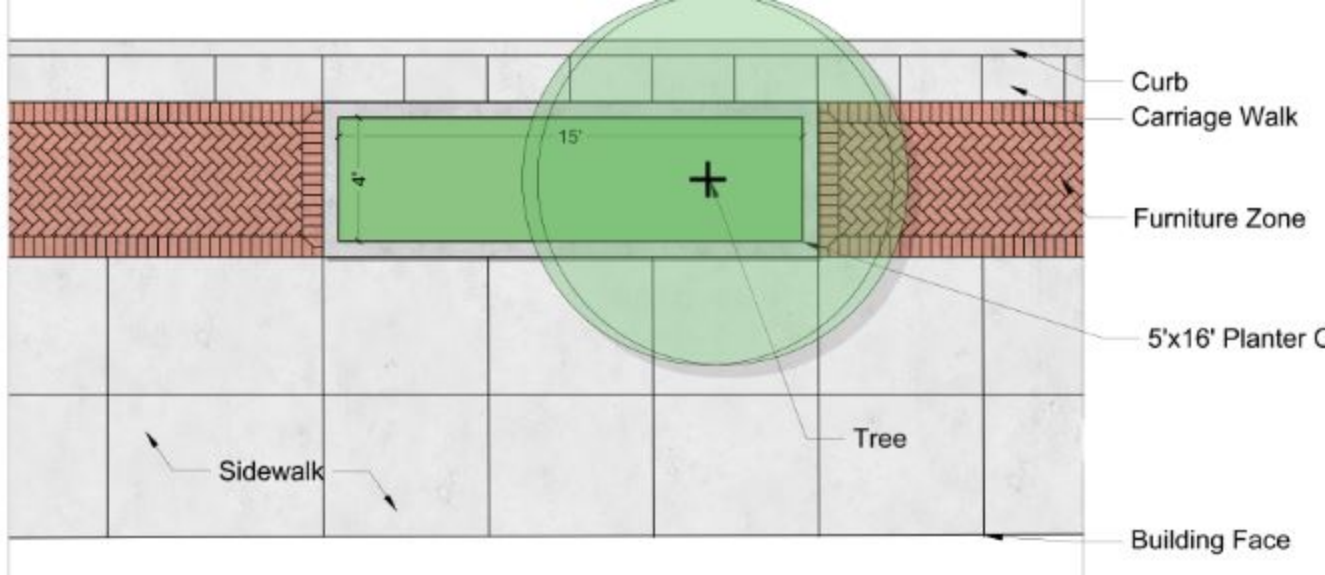
Wheaton, IL

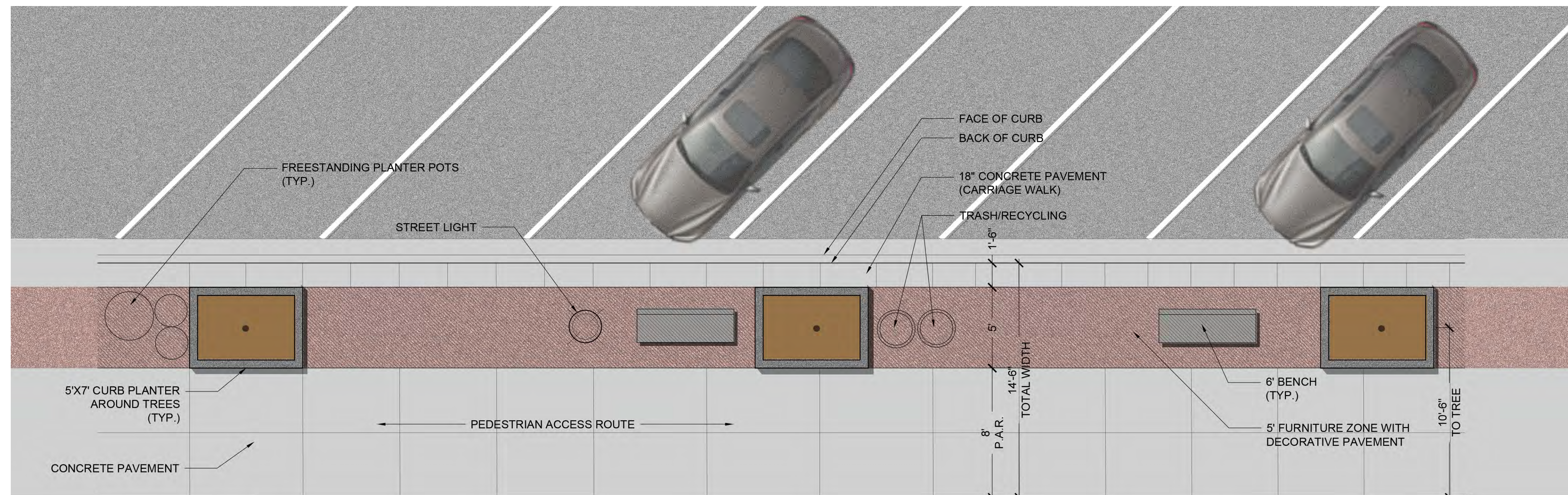


Navy Pier, Chicago

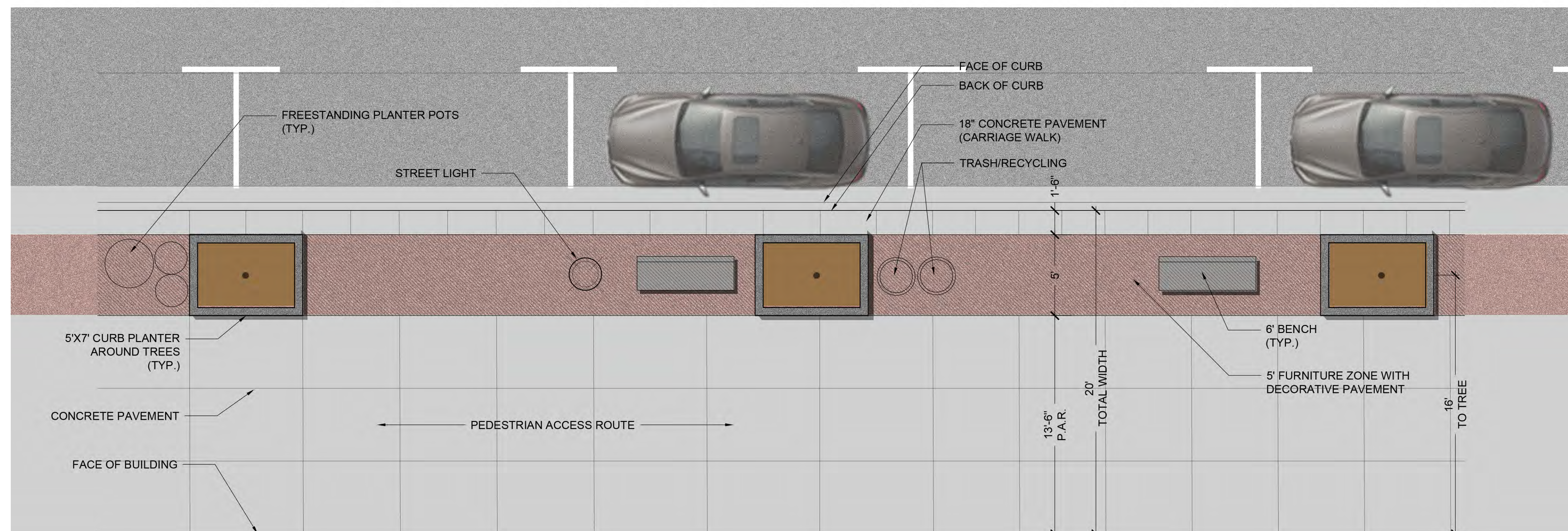


Madison, WI





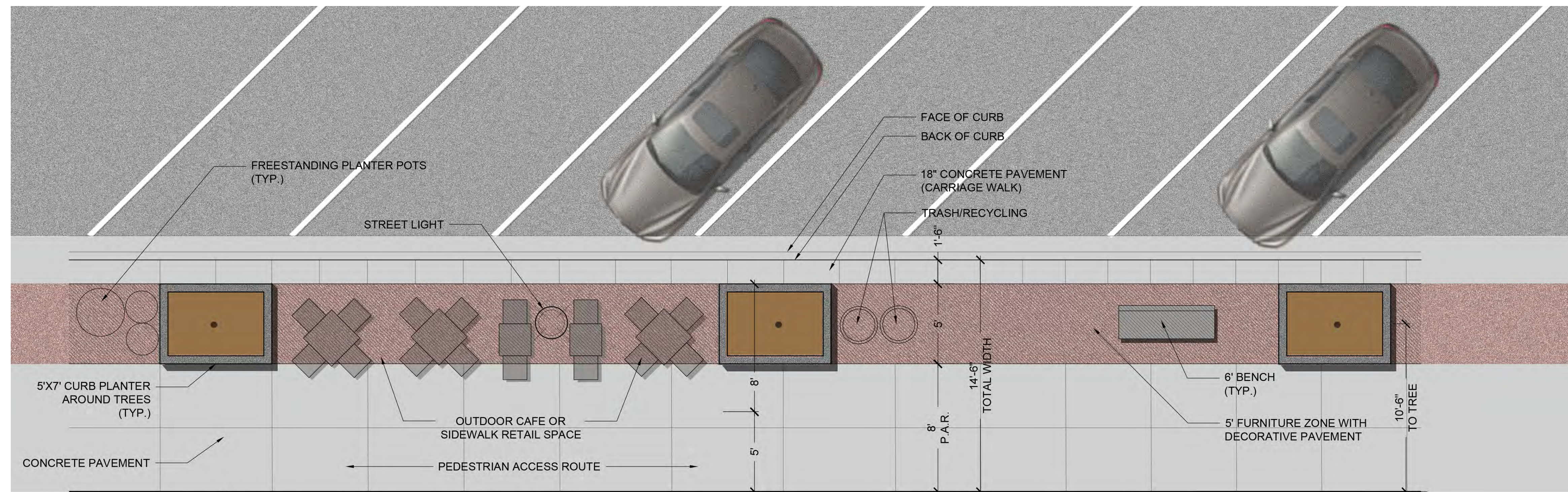
A 45 DEGREE ANGLE PARKING
SCALE= 1/4" = 1'-0"



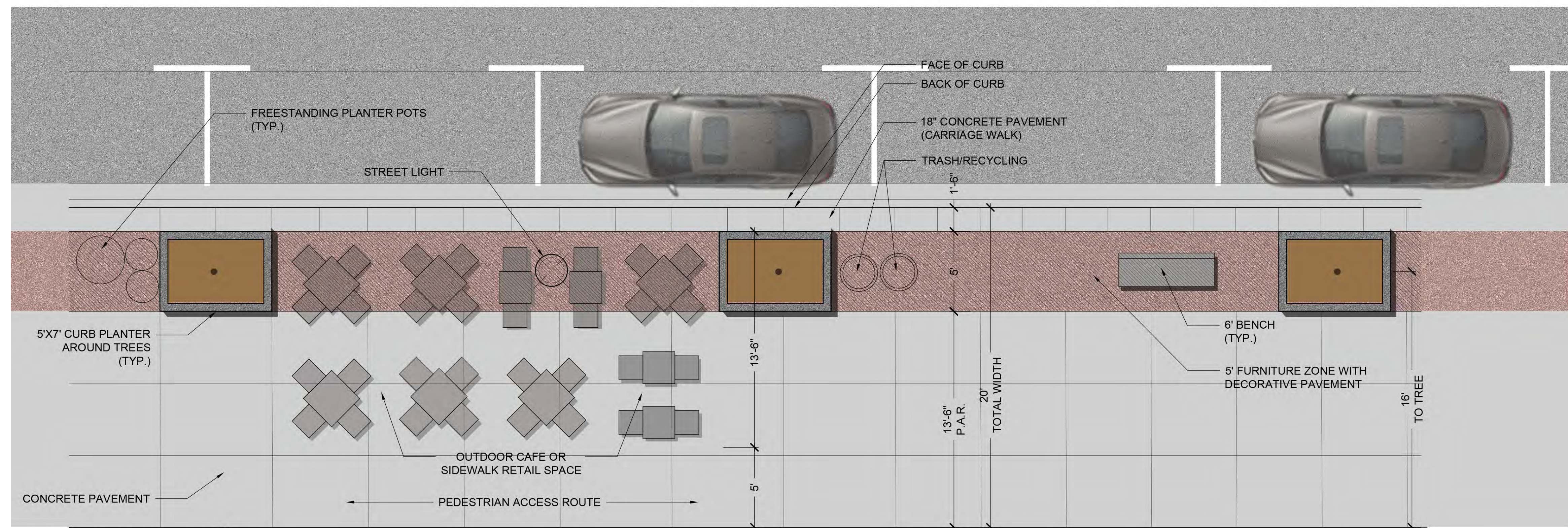
B PARALLEL PARKING
SCALE= 1/4" = 1'-0"

Glen Ellyn Sidewalk Width Comparison

Main Street - Crescent to Pennsylvania



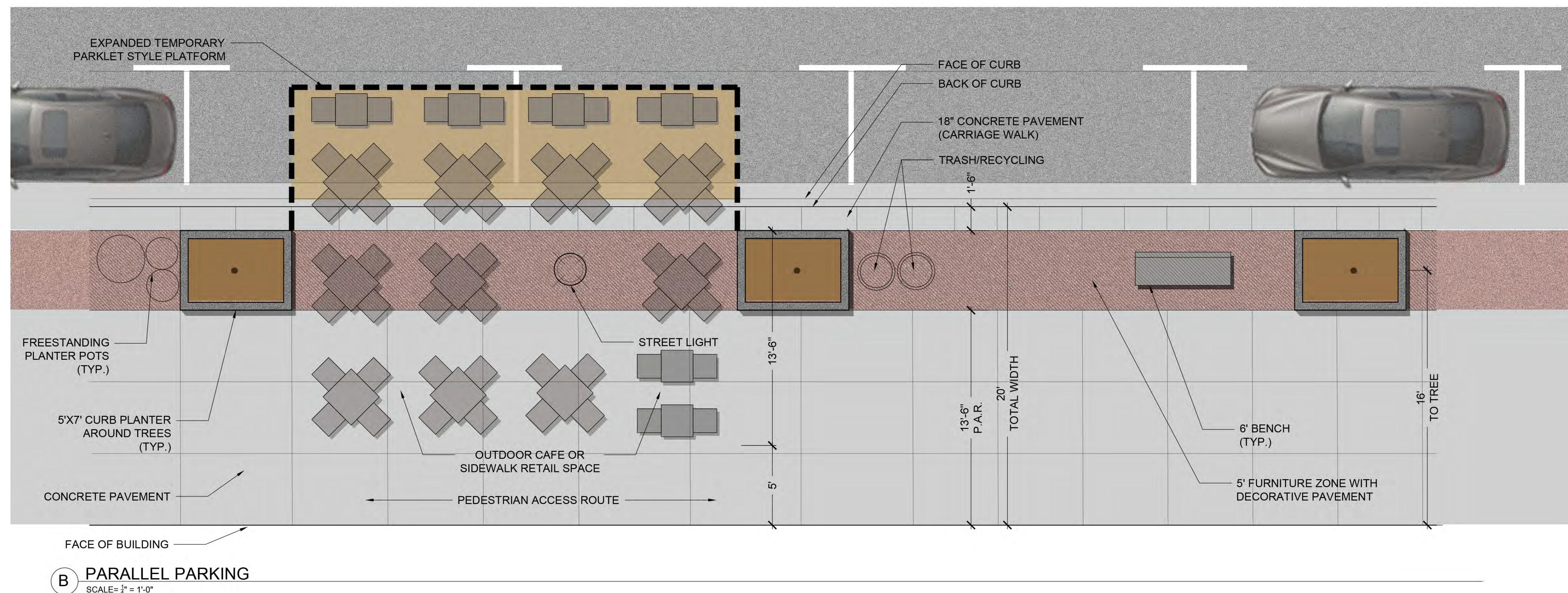
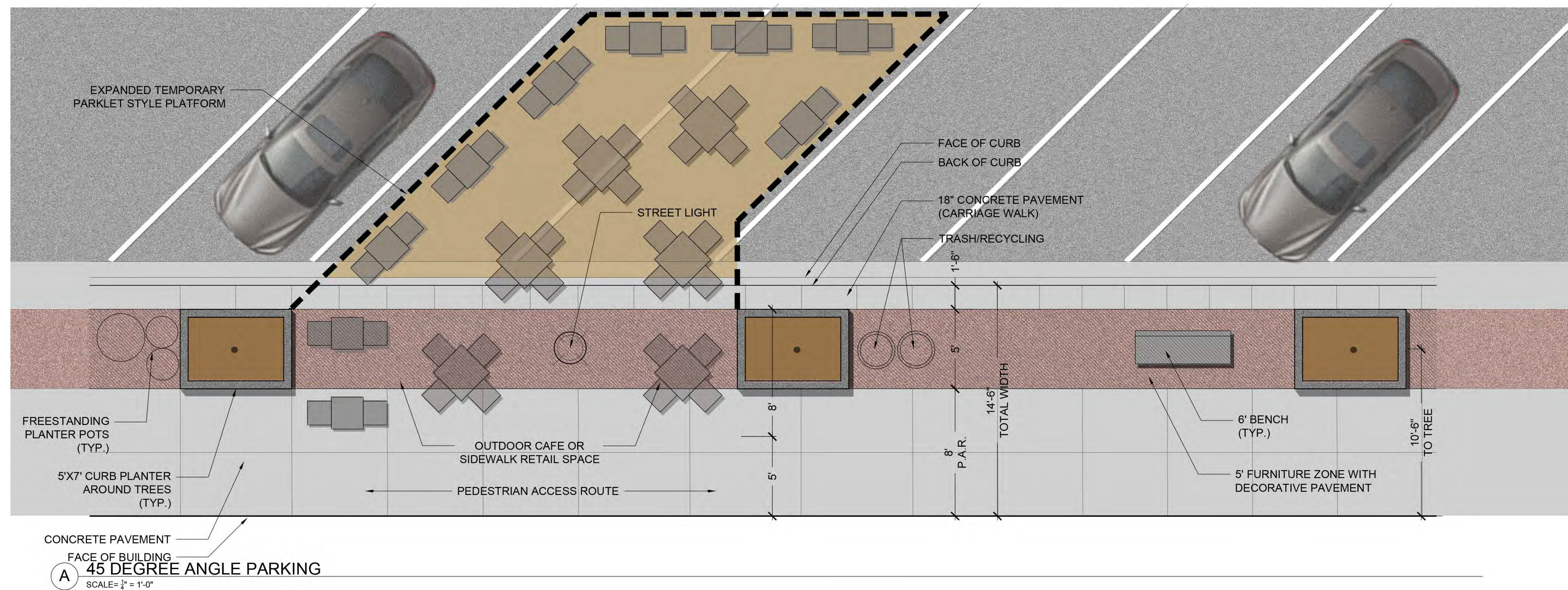
A 45 DEGREE ANGLE PARKING
SCALE: $\frac{1}{4}" = 1'-0"$



B PARALLEL PARKING
SCALE: $\frac{1}{4}" = 1'-0"$

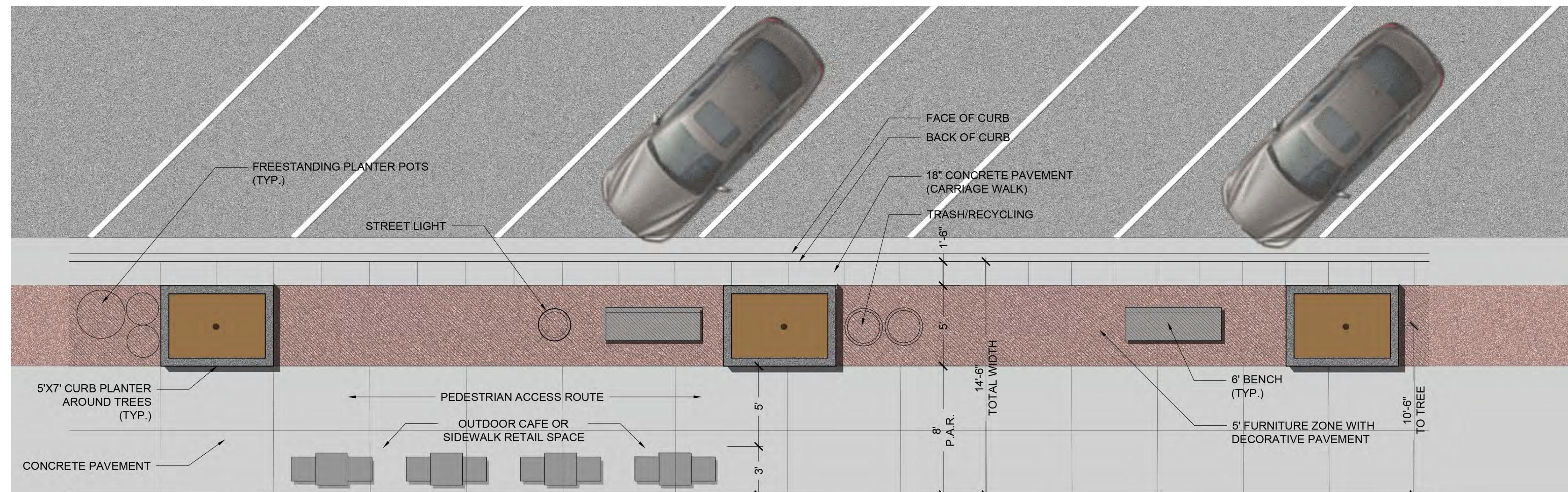
Glen Ellyn Sidewalk Width Comparison

Main Street - Crescent to Pennsylvania

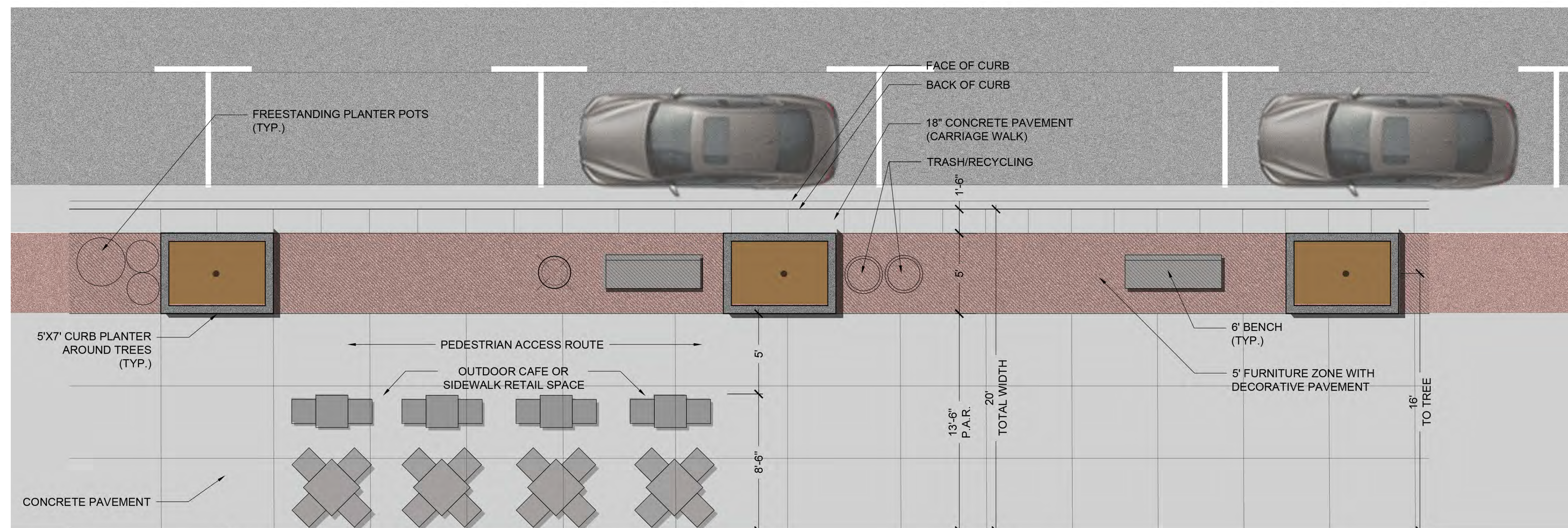


Glen Ellyn Sidewalk Width Comparison

Main Street - Crescent to Pennsylvania



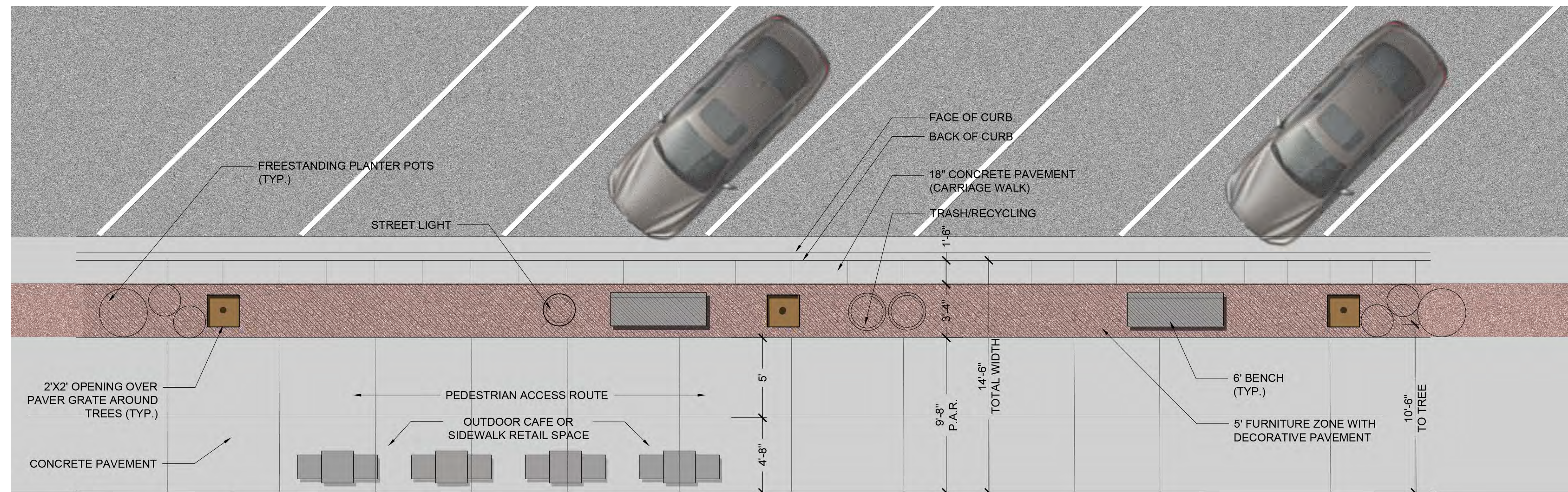
A 45 DEGREE ANGLE PARKING
SCALE = $\frac{1}{4}" = 1'-0"$



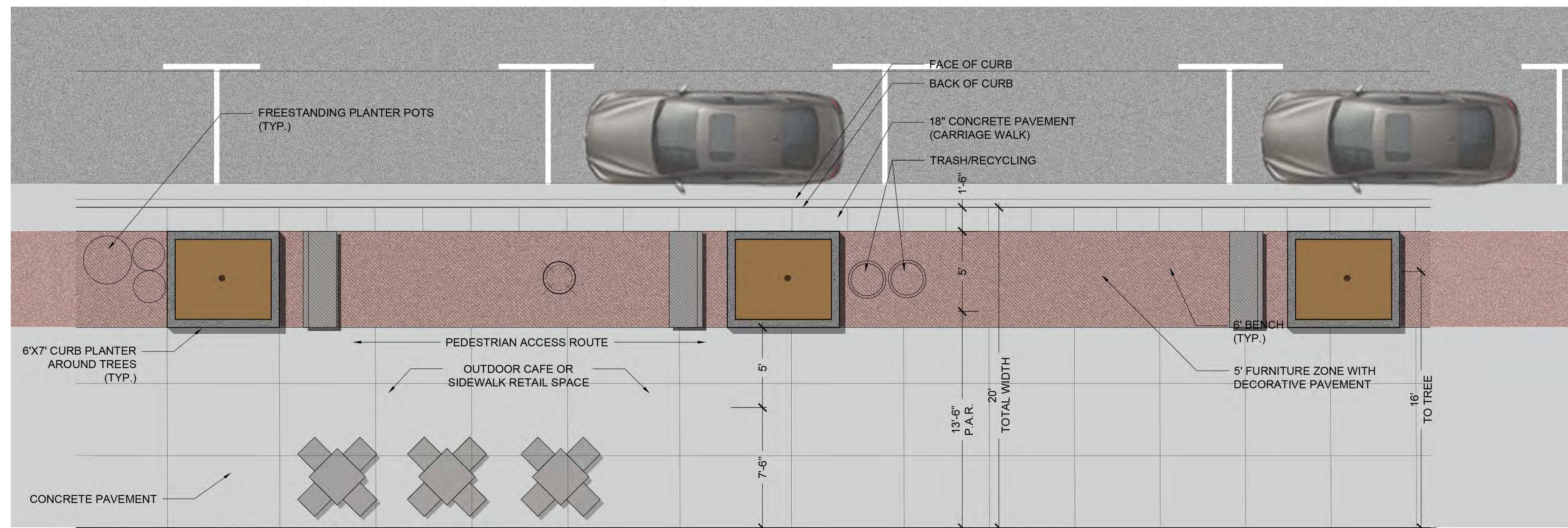
B PARALLEL PARKING
SCALE = $\frac{1}{4}" = 1'-0"$

Glen Ellyn Sidewalk Width Comparison

Main Street - Crescent to Pennsylvania



A 45 DEGREE ANGLE PARKING
SCALE = $\frac{1}{4}$ " = 1'-0"



B PARALLEL PARKING
SCALE = $\frac{1}{4}$ " = 1'-0"

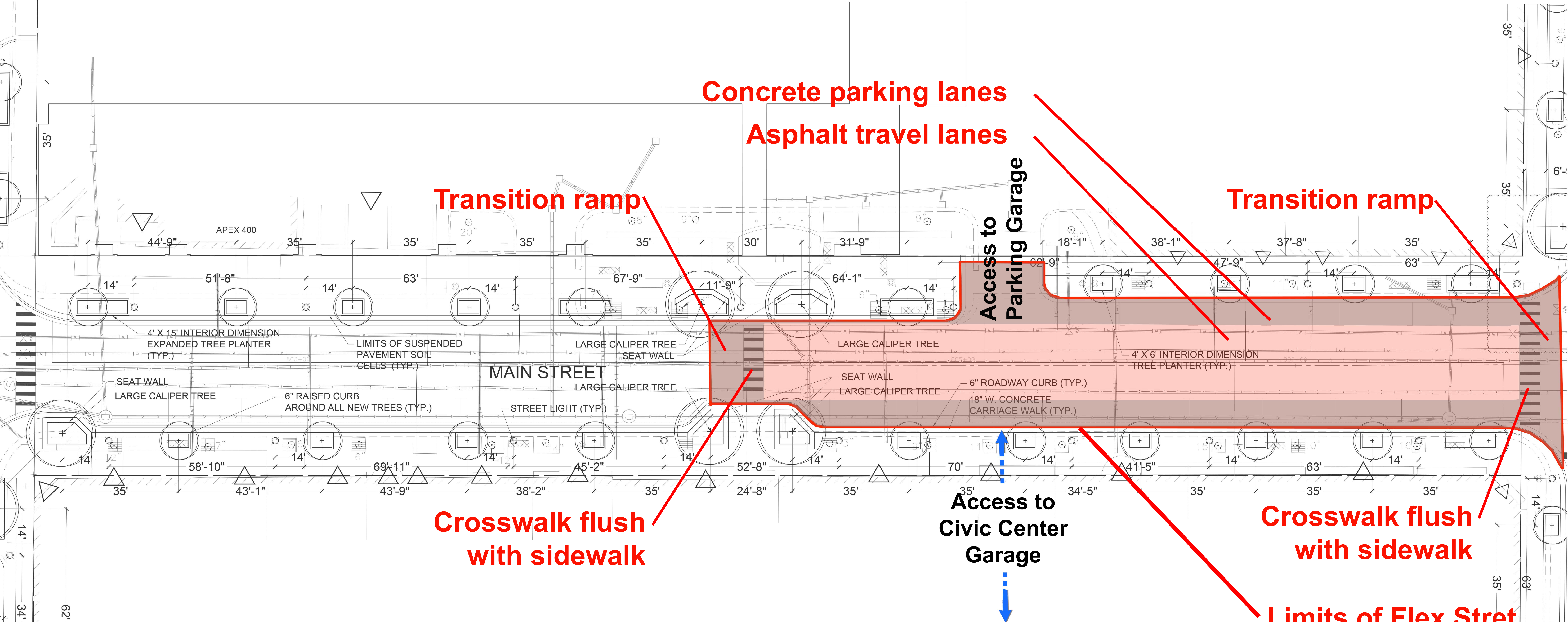
Glen Ellyn Sidewalk Width Comparison

Main Street - Crescent to Pennsylvania









LEGEND	
	UTILITY - WATER
	UTILITY - SANITARY
	UTILITY - STORM
	BUILDING RETAIL ENTRANCE
	EXISTING TREE TO REMAIN
	PROPOSED TREE
	DECORATIVE PAVING
	LIMITS OF SUSPENDED PAVEMENT SOIL CELLS
	STREET LIGHT
	BUILDING RETAIL/RESTAURANT ENTRANCE

35' O.C. TREE SPACING

MAIN STREET
DUANE TO HILLSIDE







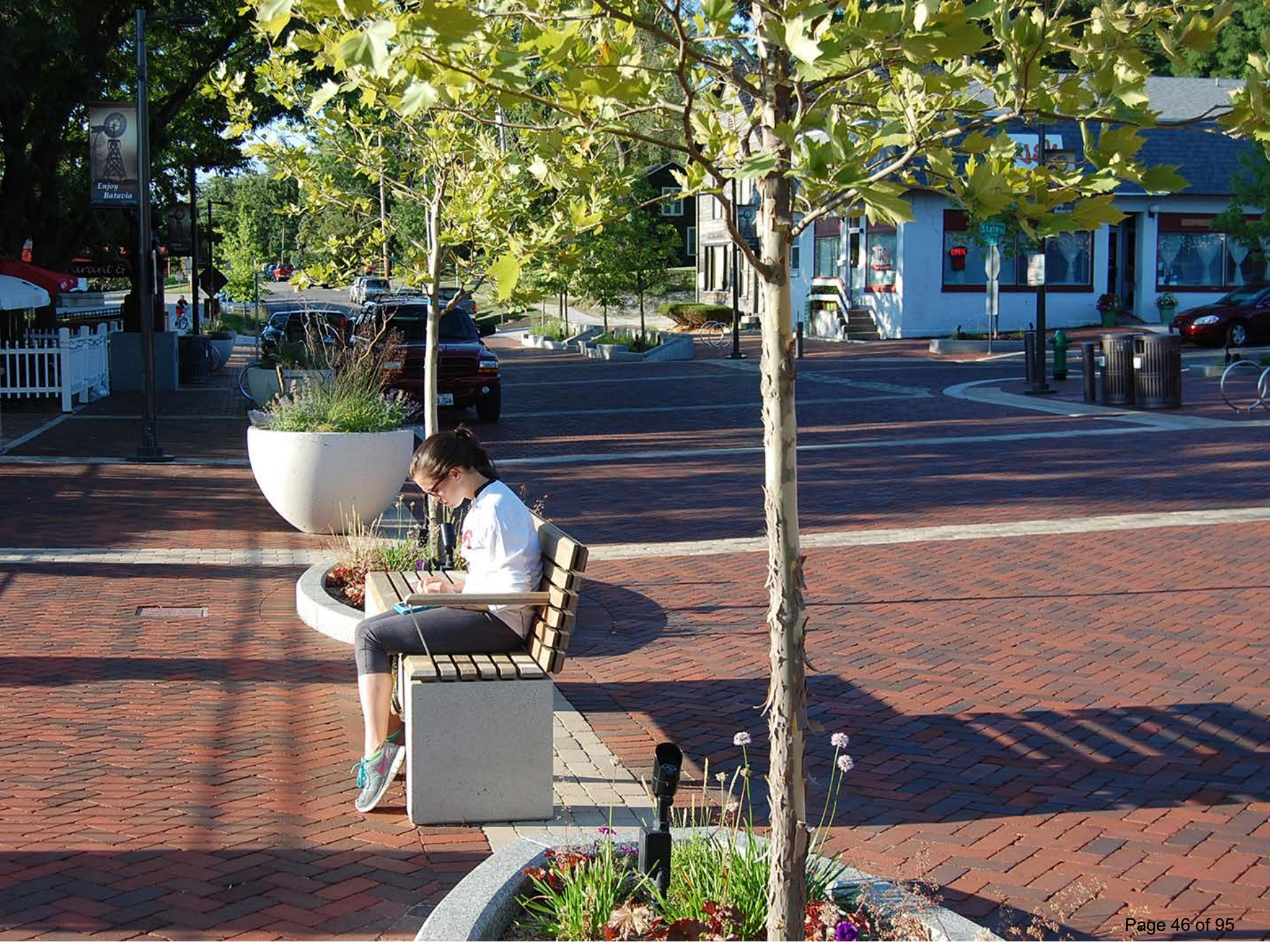


Bell Street
Seattle, Washington





River Street







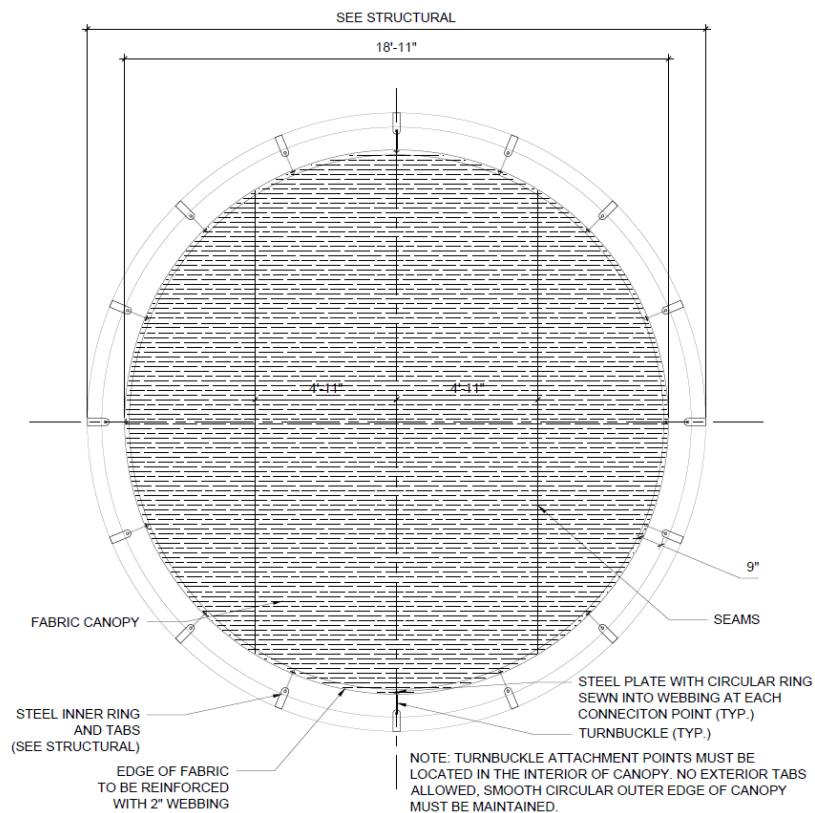
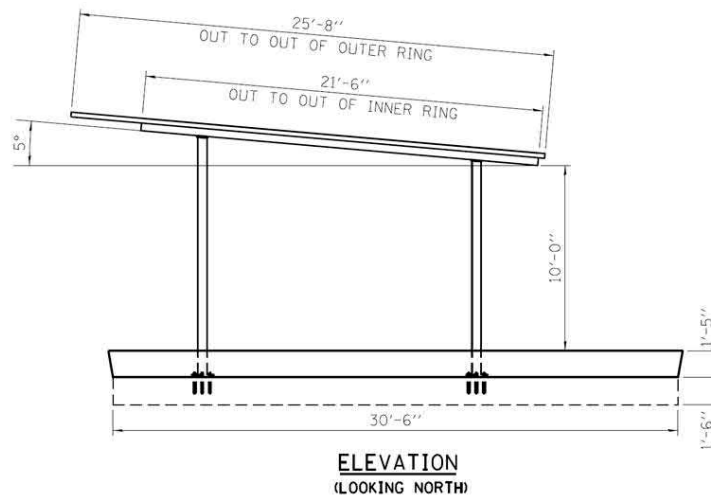




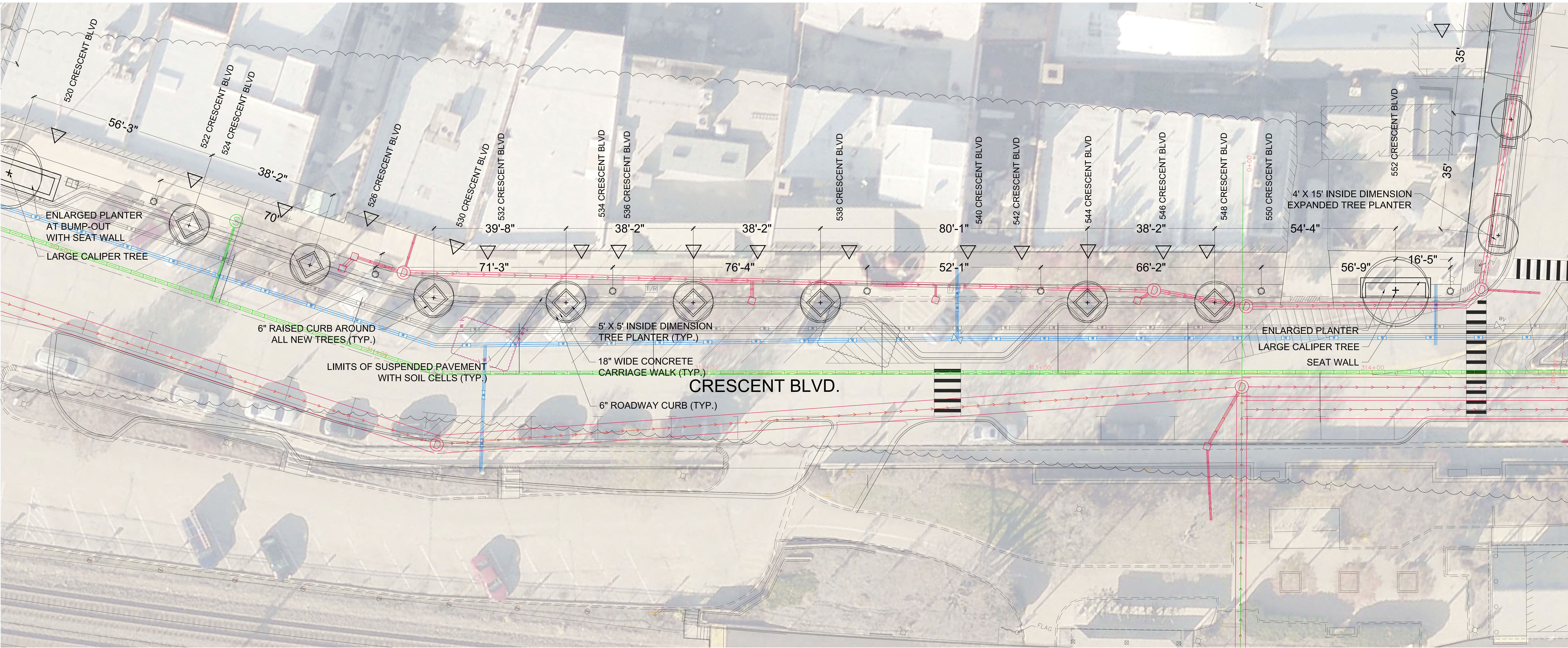


Northcenter Town Square

- Bid: May 2019
- Construction Complete: Summer 2020
- Structure designed for wind and snow load
- Canvas Manufacturer recommends removing in winter
- Average Bid Total: \$155,000 (4 bidders)



04 CANOPY FABRIC - PLAN
SCALE = $\frac{3}{8}$ " = 1'-0"

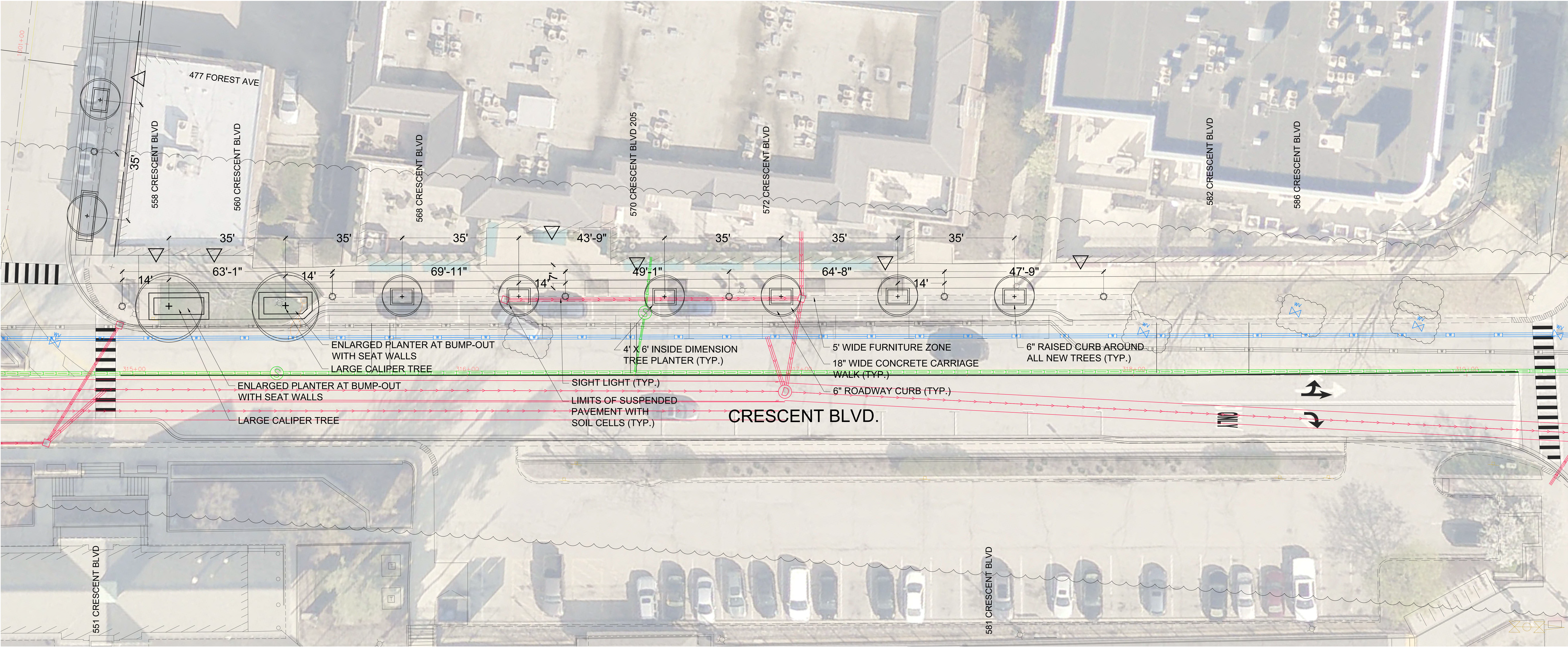


LEGEND

	UTILITY - WATER
	UTILITY - SANITARY
	UTILITY - STORM
	BUILDING RETAIL ENTRANCE
	EXISTING TREE TO REMAIN
	PROPOSED TREE
	DECORATIVE PAVING
	LIMITS OF SUSPENDED PAVEMENT SOIL CELLS
	STREET LIGHT
	BUILDING RETAIL/RESTAURANT ENTRANCE

35' O.C. TREE SPACING

CRESCENT BOULEVARD
MAIN TO FOREST

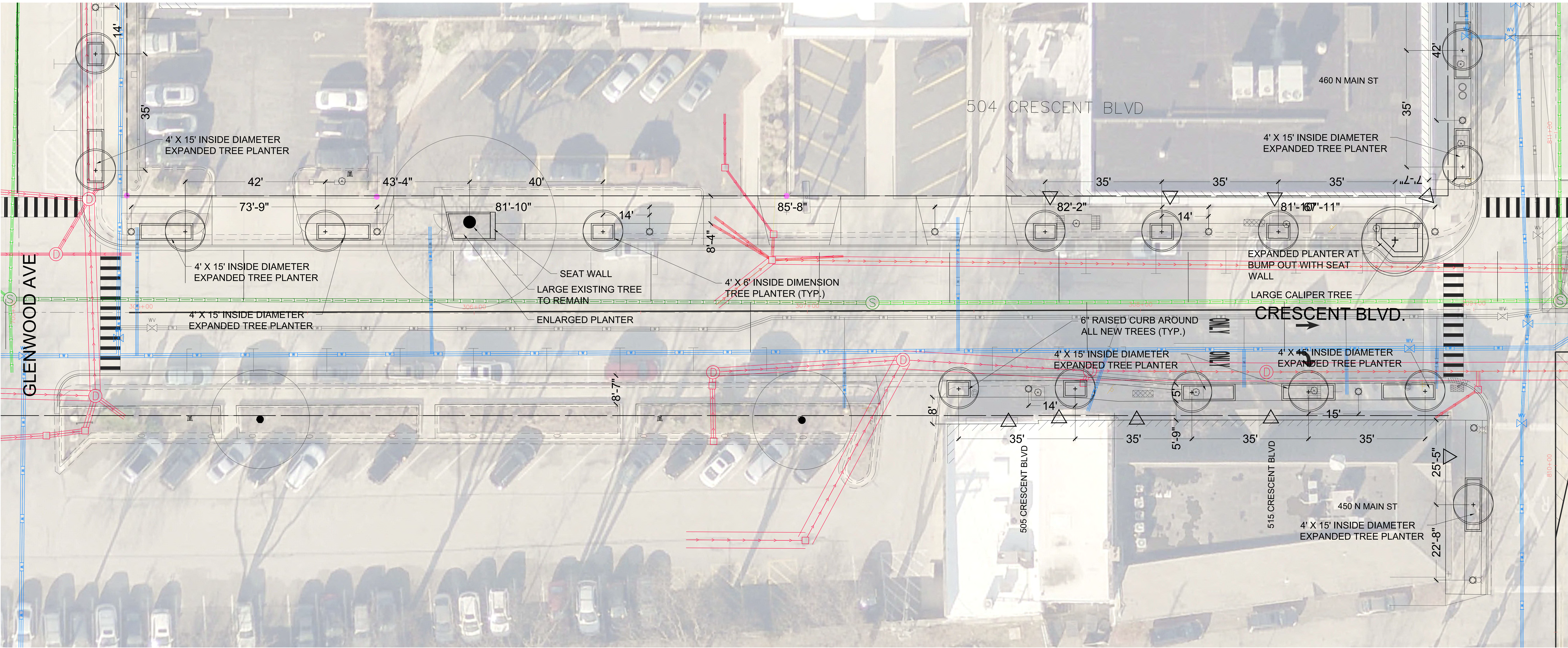


LEGEND

	UTILITY - WATER
	UTILITY - SANITARY
	UTILITY - STORM
	BUILDING RETAIL ENTRANCE
	EXISTING TREE TO REMAIN
	PROPOSED TREE
	DECORATIVE PAVING
	LIMITS OF SUSPENDED PAVEMENT SOIL CELLS
	STREET LIGHT
	BUILDING RETAIL/RESTAURANT ENTRANCE

35' O.C. TREE SPACING

CRESCENT BOULEVARD
FOREST TO PARK

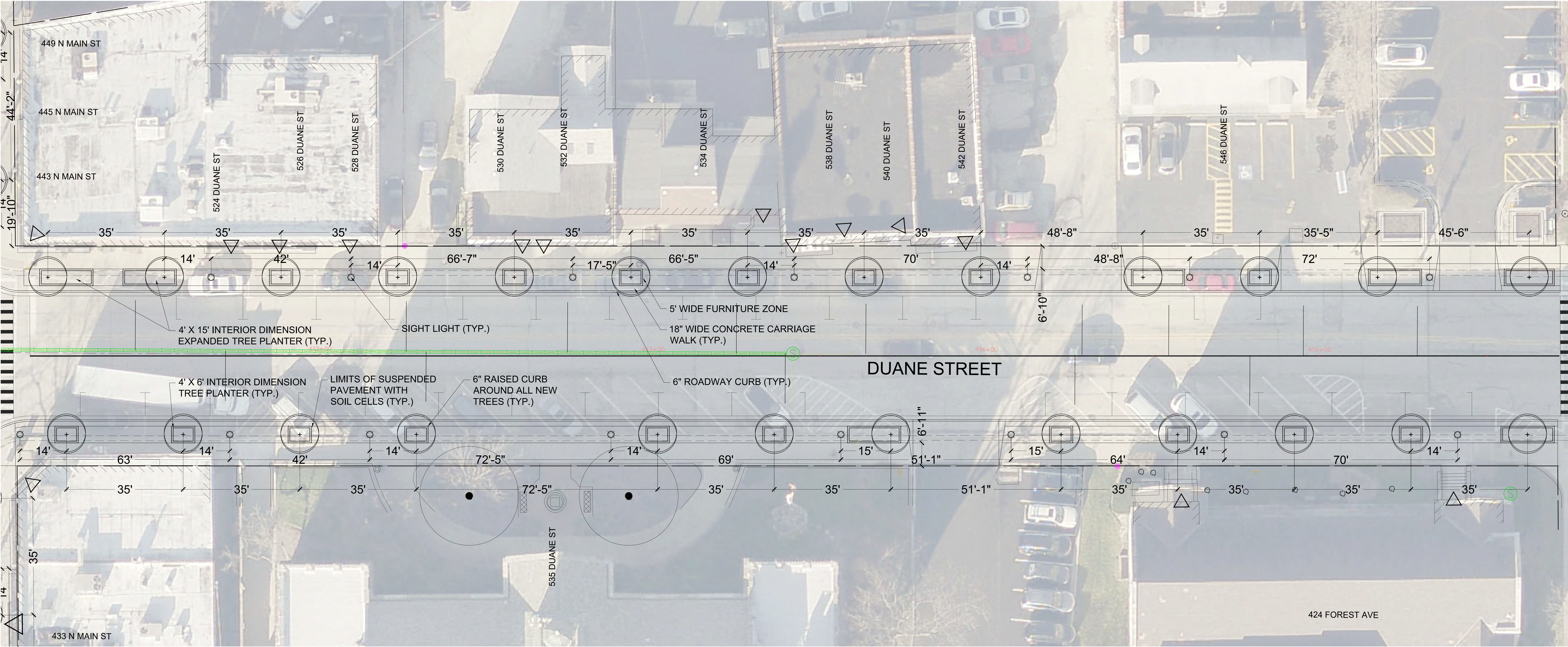


LEGEND

	UTILITY - WATER
	UTILITY - SANITARY
	UTILITY - STORM
	BUILDING RETAIL ENTRANCE
	EXISTING TREE TO REMAIN
	PROPOSED TREE
	DECORATIVE PAVING
	LIMITS OF SUSPENDED PAVEMENT SOIL CELLS
	STREET LIGHT
	BUILDING RETAIL/RESTAURANT ENTRANCE

35' O.C. TREE SPACING

CRESCENT BOULEVARD
GLENWOOD TO MAIN

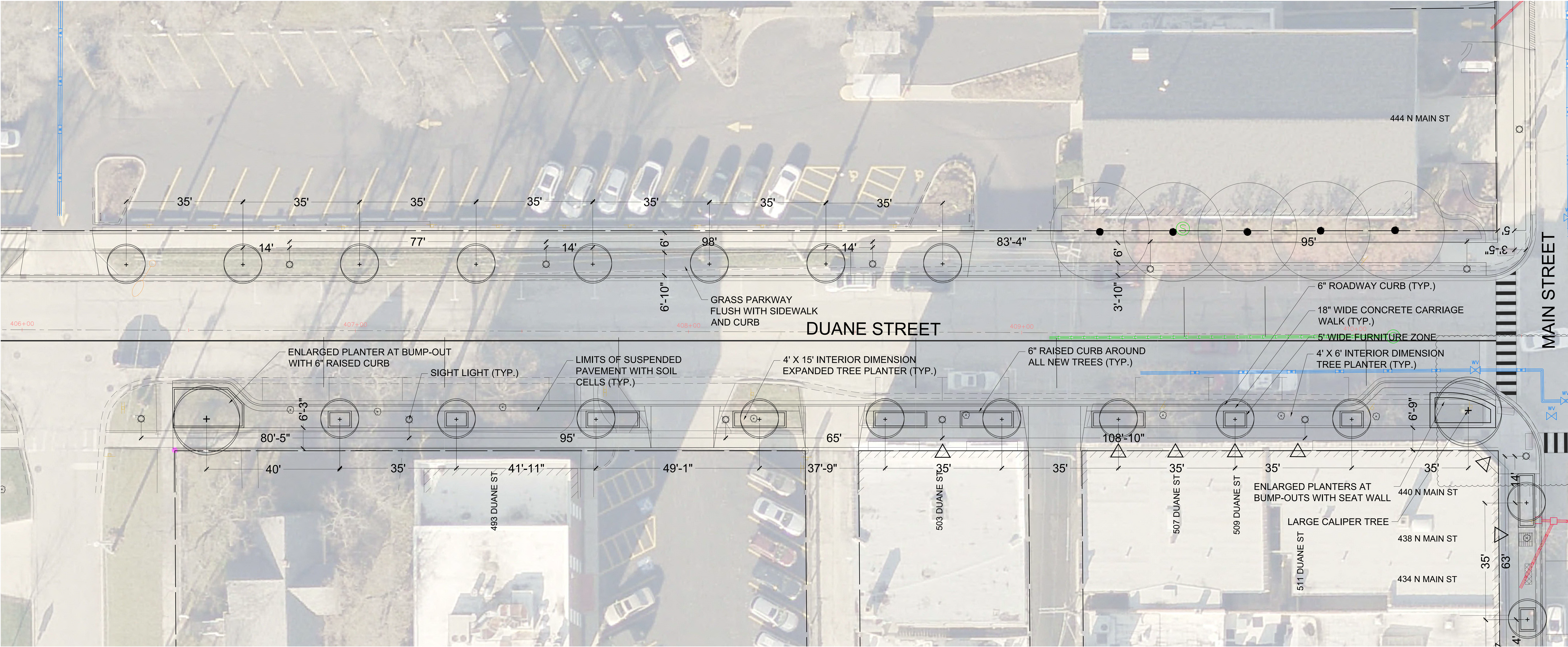


LEGEND

	UTILITY - WATER
	UTILITY - SANITARY
	UTILITY - STORM
	BUILDING RETAIL ENTRANCE
	EXISTING TREE TO REMAIN
	PROPOSED TREE
	DECORATIVE PAVING
	LIMITS OF SUSPENDED PAVEMENT SOIL CELLS
	STREET LIGHT
	BUILDING RETAIL/RESTAURANT ENTRANCE

35' O.C. TREE SPACING

DUANE STRET
MAIN TO FOREST

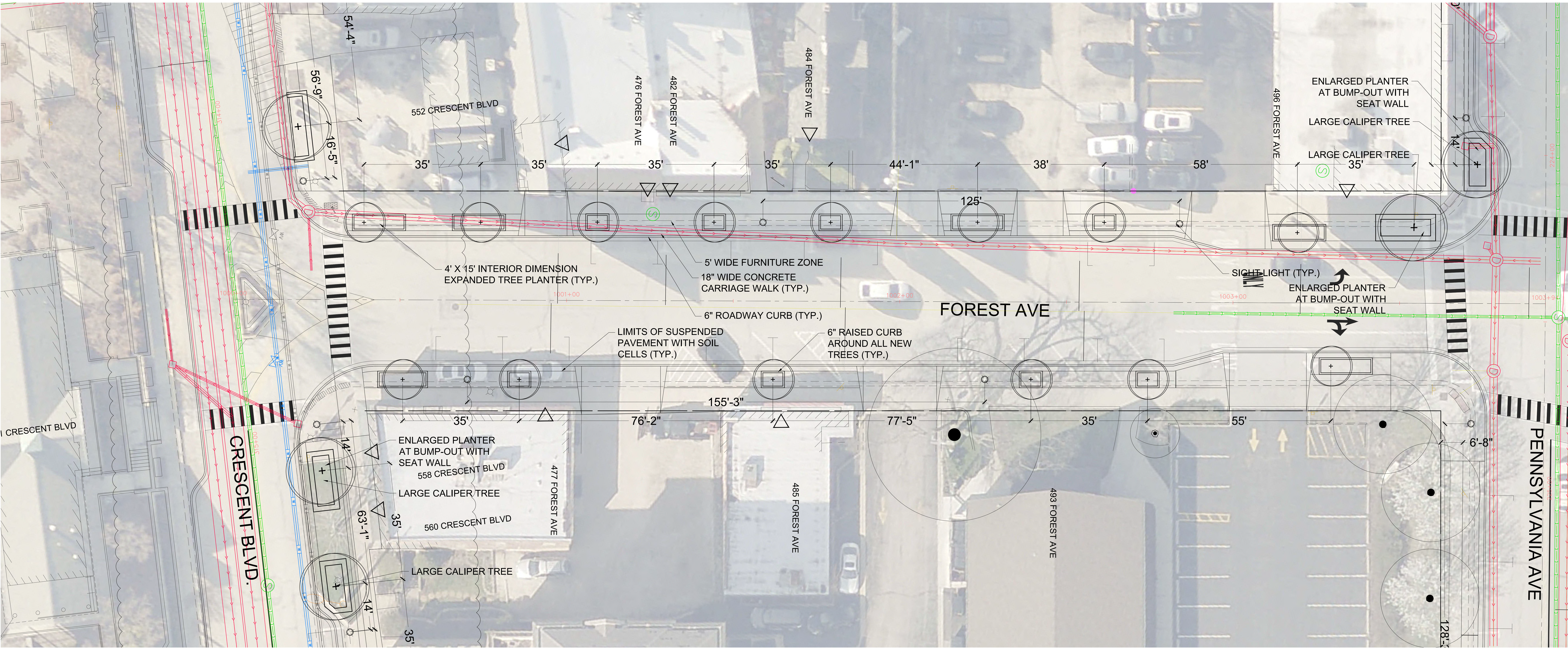


LEGEND

	UTILITY - WATER
	UTILITY - SANITARY
	UTILITY - STORM
	BUILDING RETAIL ENTRANCE
	EXISTING TREE TO REMAIN
	PROPOSED TREE
	DECORATIVE PAVING
	LIMITS OF SUSPENDED PAVEMENT SOIL CELLS
	STREET LIGHT
	BUILDING RETAIL/RESTAURANT ENTRANCE

35' O.C. TREE SPACING

DUANE STRET
GLENWOOD TO MAIN

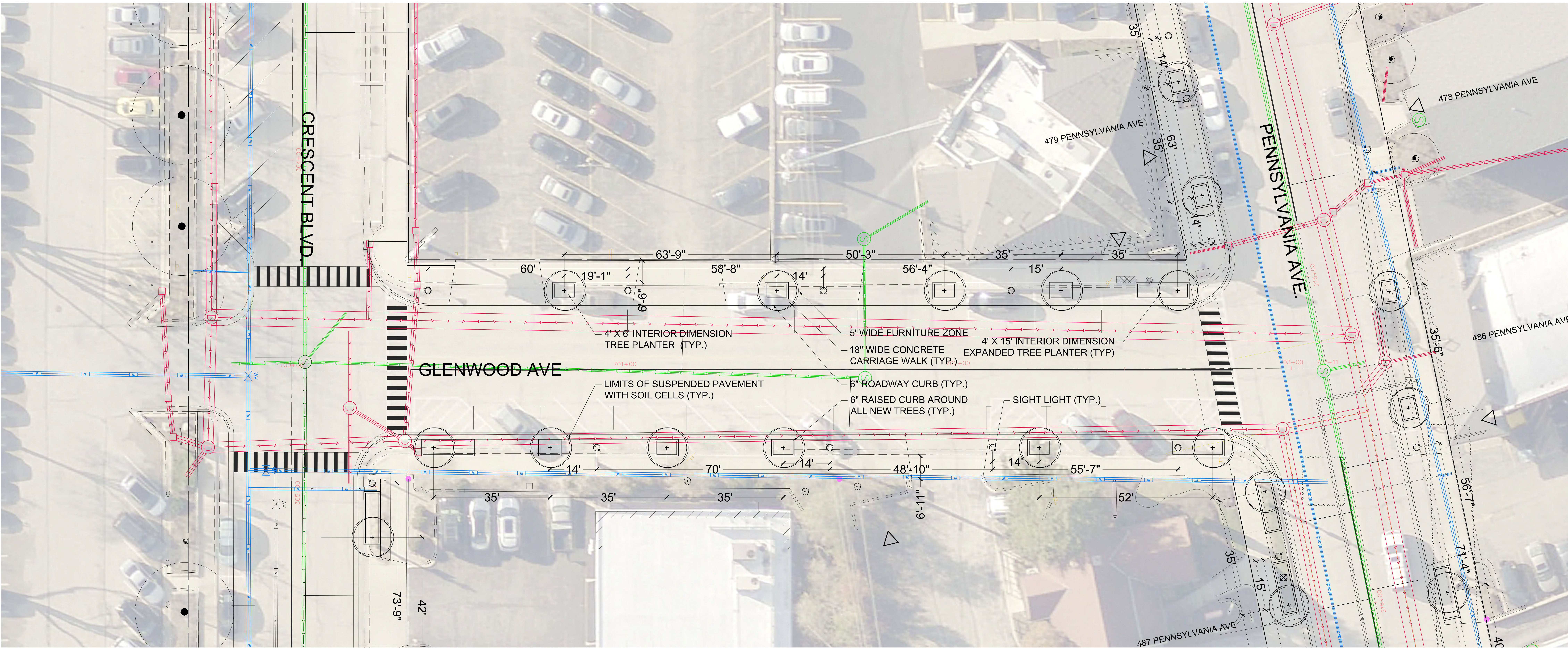


LEGEND

	UTILITY - WATER
	UTILITY - SANITARY
	UTILITY - STORM
	BUILDING RETAIL ENTRANCE
	EXISTING TREE TO REMAIN
	PROPOSED TREE
	DECORATIVE PAVING
	LIMITS OF SUSPENDED PAVEMENT SOIL CELLS
	STREET LIGHT
	BUILDING RETAIL/RESTAURANT ENTRANCE

35' O.C. TREE SPACING

FOREST AVENUE
CRESCENT TO PENNSYLVANIA

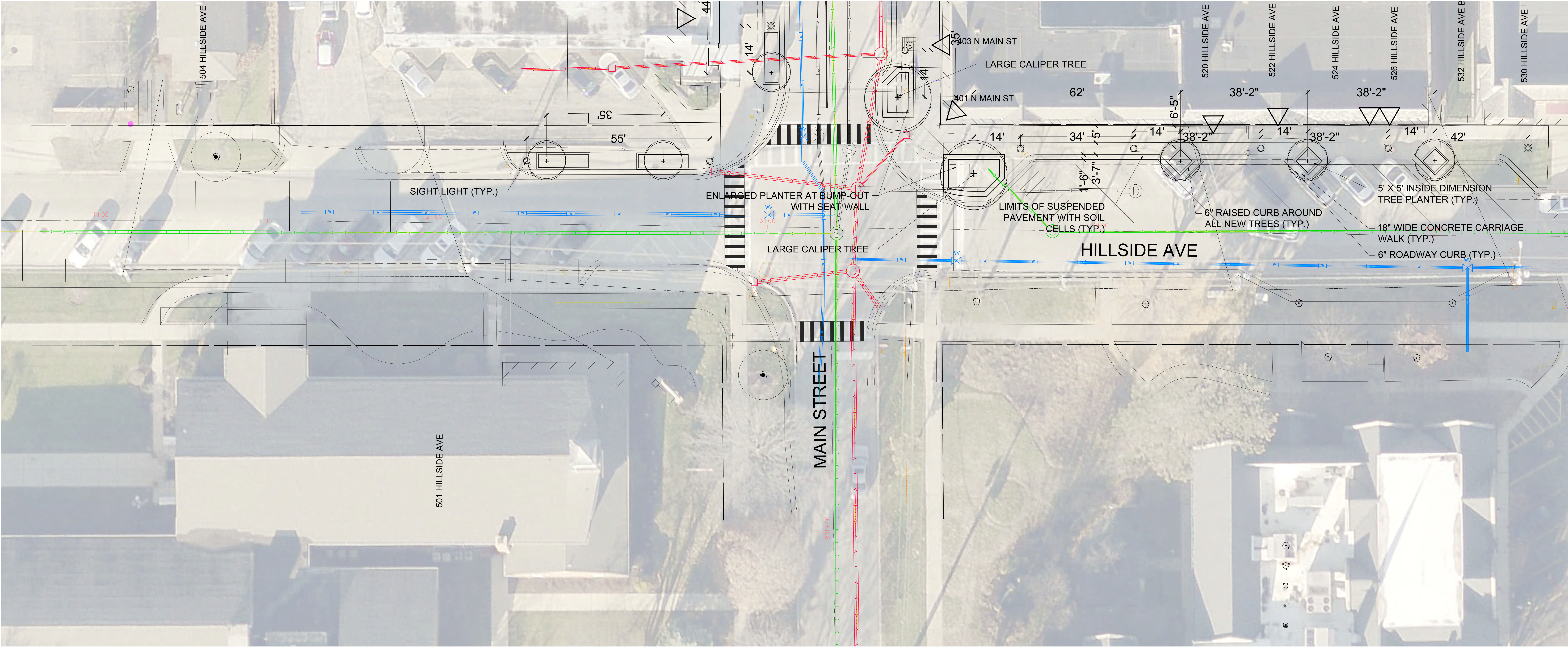


LEGEND

	UTILITY - WATER
	UTILITY - SANITARY
	UTILITY - STORM
	BUILDING RETAIL ENTRANCE
	EXISTING TREE TO REMAIN
	PROPOSED TREE
	DECORATIVE PAVING
	LIMITS OF SUSPENDED PAVEMENT SOIL CELLS
	STREET LIGHT
	BUILDING RETAIL/RESTAURANT ENTRANCE

35' O.C. TREE SPACING

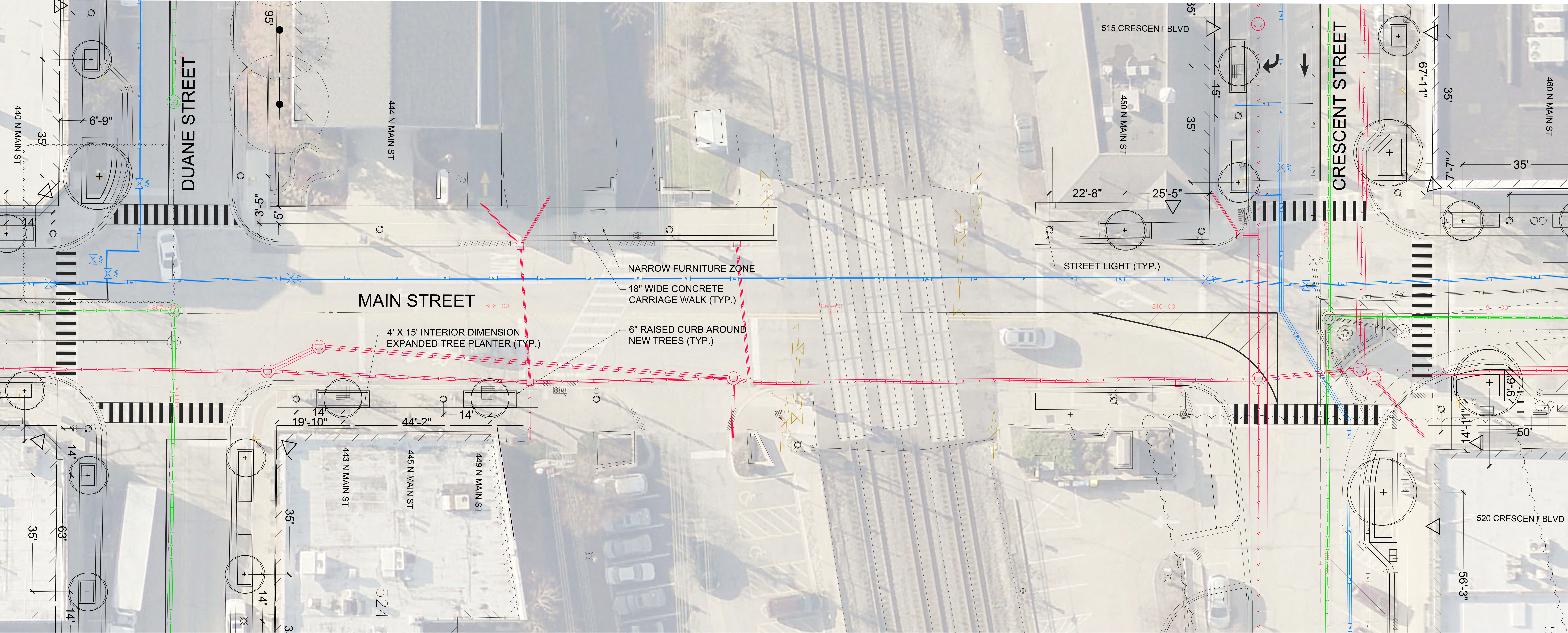
GLENWOOD AVENUE
CRESCENT TO PENNSYLVANIA



LEGEND	
	UTILITY - WATER
	UTILITY - SANITARY
	UTILITY - STORM
	BUILDING RETAIL ENTRANCE
	EXISTING TREE TO REMAIN
	PROPOSED TREE
	DECORATIVE PAVING
	LIMITS OF SUSPENDED PAVEMENT SOIL CELLS
	STREET LIGHT
	BUILDING RETAIL/RESTAURANT ENTRANCE

35' O.C. TREE SPACING

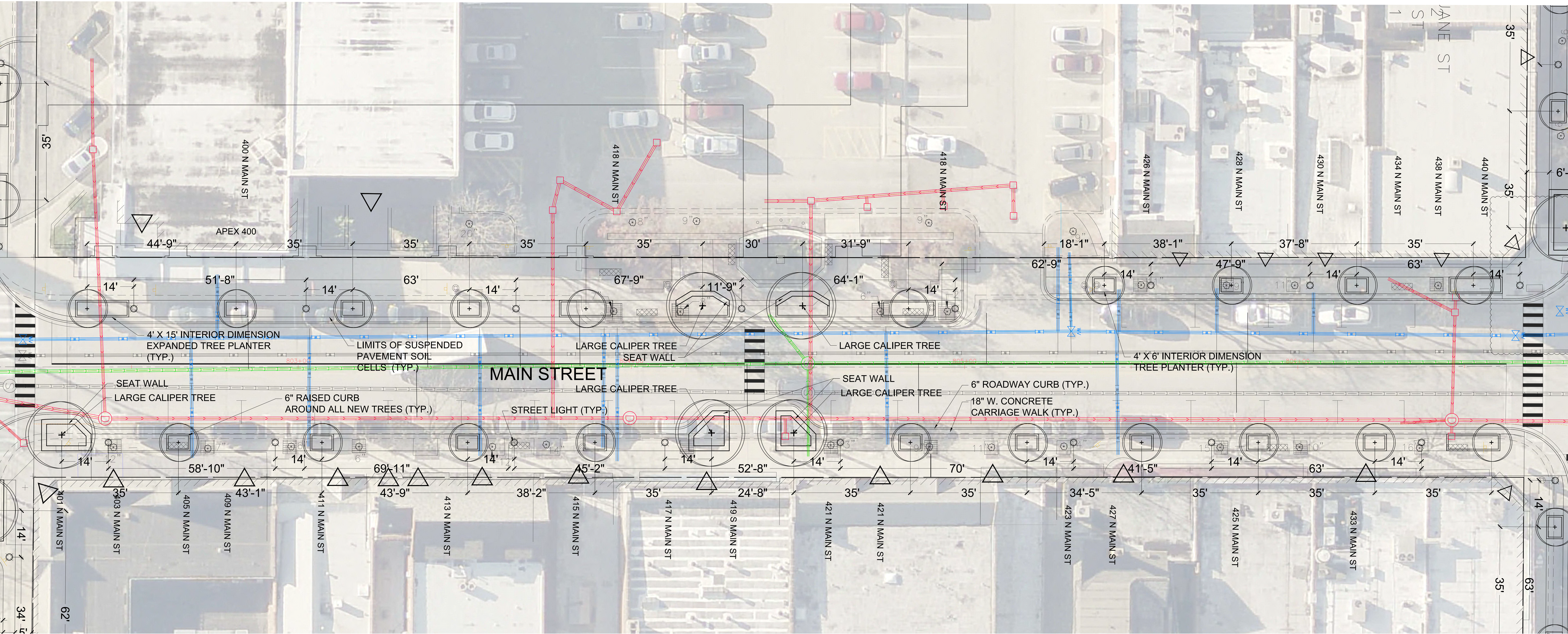
HILLSIDE AVENUE
AT MAIN



LEGEND	
	UTILITY - WATER
	UTILITY - SANITARY
	UTILITY - STORM
	BUILDING RETAIL ENTRANCE
	EXISTING TREE TO REMAIN
	PROPOSED TREE
	DECORATIVE PAVING
	LIMITS OF SUSPENDED PAVEMENT SOIL CELLS
	STREET LIGHT
	BUILDING RETAIL/RESTAURANT ENTRANCE

35' O.C. TREE SPACING

MAIN STREET
CRESCENT TO DUANE

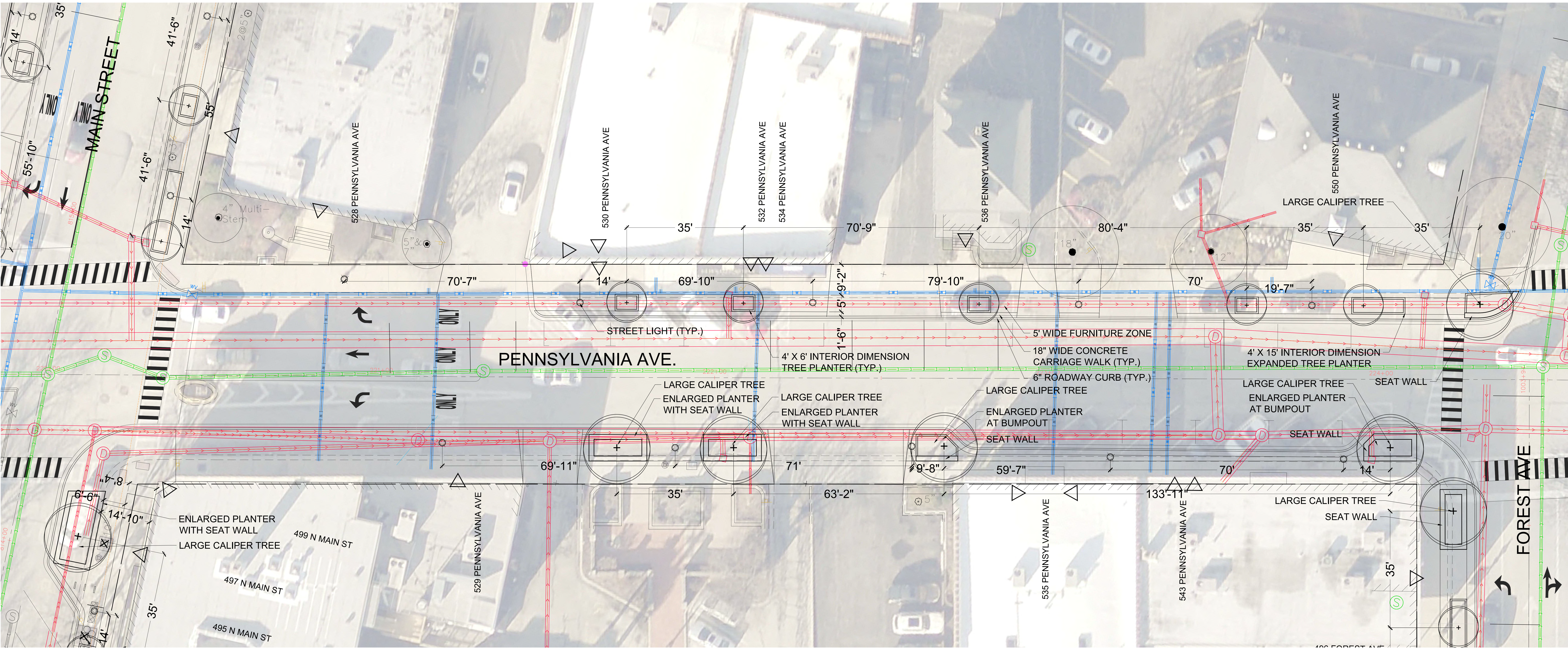


LEGEND

	UTILITY - WATER
	UTILITY - SANITARY
	UTILITY - STORM
	BUILDING RETAIL ENTRANCE
	EXISTING TREE TO REMAIN
	PROPOSED TREE
	DECORATIVE PAVING
	LIMITS OF SUSPENDED PAVEMENT SOIL CELLS
	STREET LIGHT
	BUILDING RETAIL/RESTAURANT ENTRANCE

35' O.C. TREE SPACING

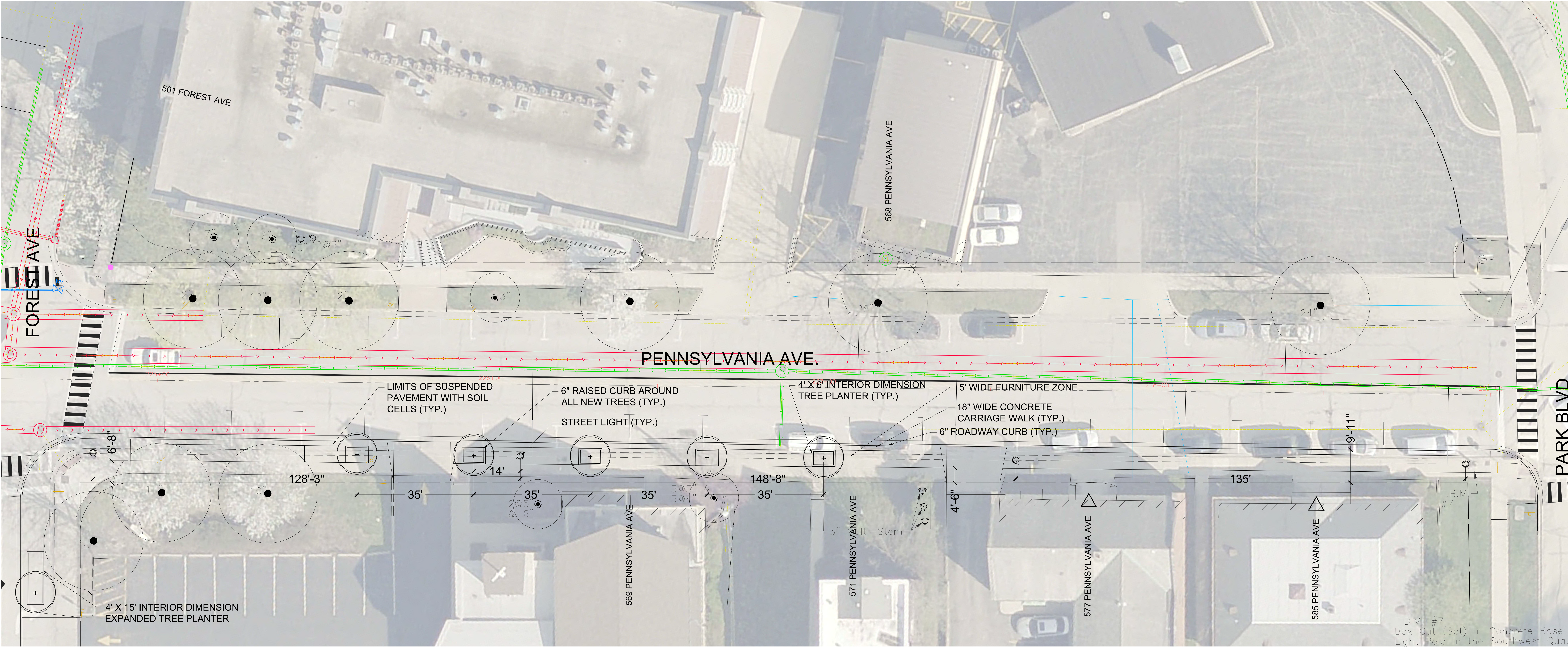
MAIN STREET
DUANE TO HILLSIDE



LEGEND	
	UTILITY - WATER
	UTILITY - SANITARY
	UTILITY - STORM
	BUILDING RETAIL ENTRANCE
	EXISTING TREE TO REMAIN
	PROPOSED TREE
	DECORATIVE PAVING
	LIMITS OF SUSPENDED PAVEMENT SOIL CELLS
	STREET LIGHT
	BUILDING RETAIL/RESTAURANT ENTRANCE

35' O.C. TREE SPACING

PENNSYLVANIA AVE
MAIN TO FOREST

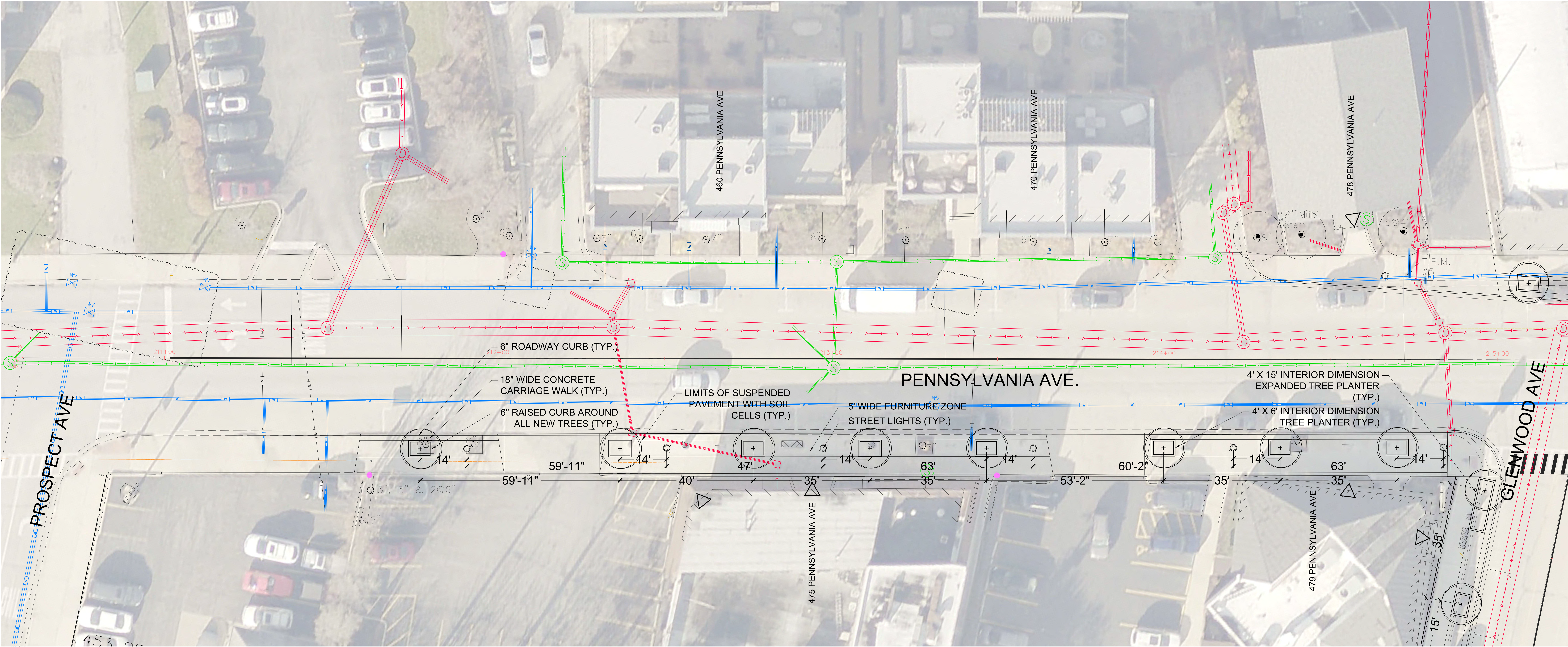


LEGEND

	UTILITY - WATER
	UTILITY - SANITARY
	UTILITY - STORM
	BUILDING RETAIL ENTRANCE
	EXISTING TREE TO REMAIN
	PROPOSED TREE
	DECORATIVE PAVING
	LIMITS OF SUSPENDED PAVEMENT SOIL CELLS
	STREET LIGHT
	BUILDING RETAIL/RESTAURANT ENTRANCE

35' O.C. TREE SPACING

PENNSYLVANIA AVE
MAIN TO FOREST

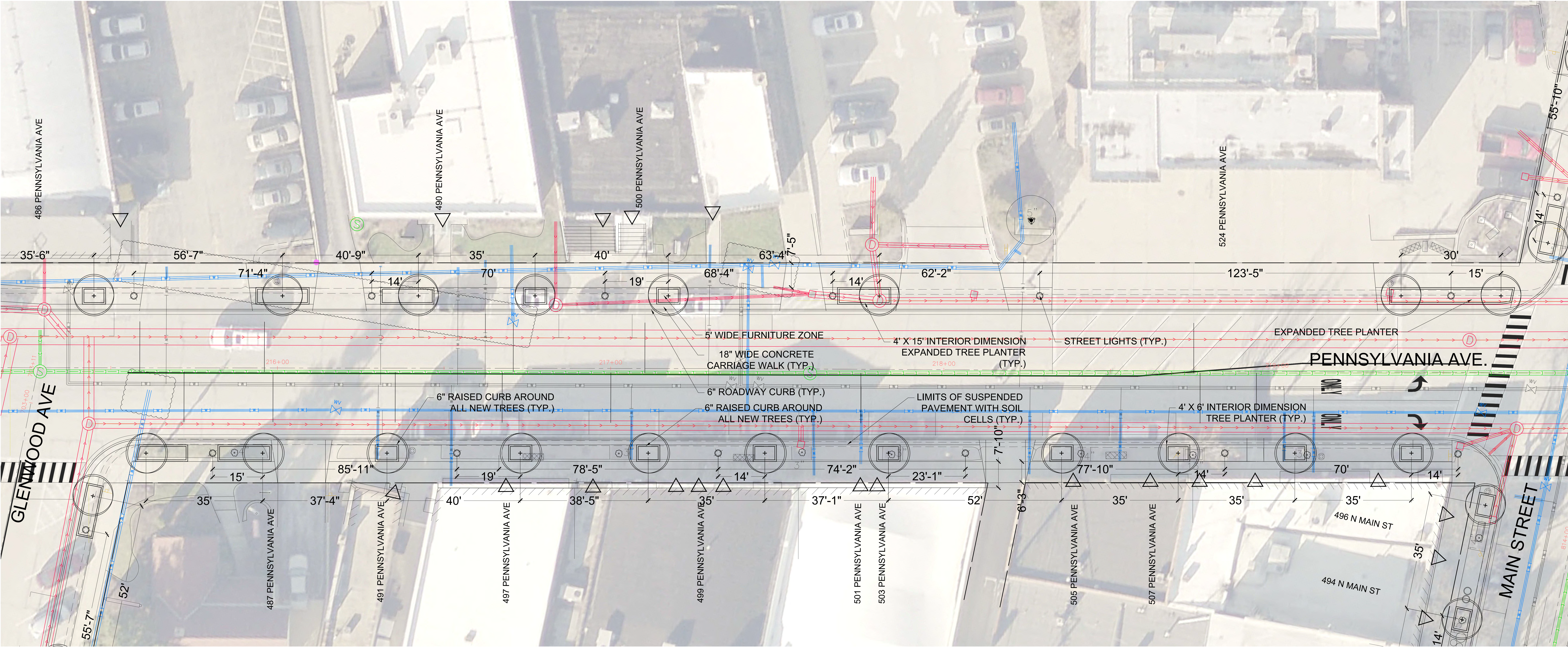


LEGEND

	UTILITY - WATER
	UTILITY - SANITARY
	UTILITY - STORM
	BUILDING RETAIL ENTRANCE
	EXISTING TREE TO REMAIN
	PROPOSED TREE
	DECORATIVE PAVING
	LIMITS OF SUSPENDED PAVEMENT SOIL CELLS
	STREET LIGHT
	BUILDING RETAIL/RESTAURANT ENTRANCE

35' O.C. TREE SPACING

PENNSYLVANIA AVE
PROSPECT TO GLENWOOD



LEGEND

	UTILITY - WATER
	UTILITY - SANITARY
	UTILITY - STORM
	BUILDING RETAIL ENTRANCE
	EXISTING TREE TO REMAIN
	PROPOSED TREE
	DECORATIVE PAVING
	LIMITS OF SUSPENDED PAVEMENT SOIL CELLS
	STREET LIGHT
	BUILDING RETAIL/RESTAURANT ENTRANCE

35' O.C. TREE SPACING

PENNSYLVANIA AVE
GLENWOOD TO MAIN



**Glen Ellyn Village
Board**

535 Duane Street
Glen Ellyn, IL 60137

Meeting 10/19/2020 7:00 PM
Department: Administration
Department Head: Mark Franz
Category: Discussion Item
Prepared By: Lindsey Kaminsky

**AGENDA ITEM (ID
2020-583)**

DOC ID: 2020-583

Village Manager Franz will lead a discussion regarding the McKee House.

Statement of the Issue:

The Village Board appears to have shifted gears and is willing to take on a long term management role in the McKee House to assist in trying to salvage the structures and provide the best opportunity for partners to raise money and renovate the house for public use. At the Workshop meeting on October 19, staff is looking for direction from the Village Board to confirm this approach as well as consideration of the amended lease agreement with the Forest Preserve District that would remedy the compliance issue with the current agreement and give the Village and any future partners until October 2022 to occupy the building. If this does not occur, we would lose \$100,000 in liquidated damages and no longer be able to use the salt storage facilities, which is memorialized in the draft amendments to the agreement.

Analysis:

Background

The Village of Glen Ellyn and County Forest Preserve District (District) approved an agreement in 2017 with respect to the Forest Preserve property on St. Charles Road including the former Fleet facility and storage buildings as well as the McKee House structures. Since that time, the Village Board and staff have been hopeful that a group would materialize to raise funds, restore, and find an acceptable use to sub-lease the McKee House. Over the last year, the American Legion and Legacy Workspace have shown interest and provided a business plan to the Village for consideration. The Village Board approved a resolution on June 22 requesting the consent of the Forest Preserve District to sub-lease the McKee House to the American Legion Post 3 for the purpose of restoration and rehabilitation. To date, that resolution has not been placed on a Forest Preserve Agenda. Below is a timeline summary of events related to the McKee House:

- 1936 - Built by the Works Progress Admin. (WPA) & the Civilian Conservation Corps
- 1936-1944 - Home to the Forest Preserve's Superintendent, Robert McKee (1936-1994); Constructed in Classic Revival Style - the original structure remains and also has a small screen porch addition to the south
- 2002- Present day - Vacant since 2002
- 2006-2013 - The Forest Preserve went through several efforts to attempt to find a feasible reuse for the building.
- 2013- Forest Preserve Board hires Altus Works Inc. to conduct a reuse feasibility study
- 2016 - Forest Preserve Board discusses demolition of property
- 2016 - McKee Preservation Group collects nearly 1,000 signatures on a petition to save the house
- 2017 - Agreement between Village of Glen Ellyn & the Forest Preserve District - Glen Ellyn leases the McKee House
- 2018 - Property is annexed into Village of Glen Ellyn per the agreement
- 2019 - If the \$400,000 is not raised by October 1, 2019 the McKee house set to be demolished at the Village's expense
- 2020 (2/18) - Forest Preserve and Village officials discuss the American Legion/Makers Space proposal with petitioners; Forest Preserve indicates their proposal does not meet the public use standard.
- 2020 (March) - Forest Preserve opines that American Legion is not a public use and therefore not allowed to lease.
- 2020 (June 22) - Village Board approves Resolution requesting the Forest Preserve allow the American Legion to lease the building.
- 2020 (September 11) - Village received a letter dated September 11, 2020, providing official notice that the Village is in default of the agreement and requested to cure this default in 30 days per the agreement.

On May 1, 2017, the Village executed an agreement with the Forest Preserve District to lease property within the Churchill Woods Forest Preserve. The agreement was prompted by the Village's need for a salt storage facility and the Forest Preserve viewing this facility as surplus. When this opportunity emerged, the Village was in the process of considering several options for a salt storage location ranging in cost from \$600,000 to \$1.2 million. The Village was able to negotiate a lease for the fleet facility for \$1 per year for the next 50 years, provided that the lease also included the McKee House property, just west of the fleet facility.

Since the approval of the lease between the Forest Preserve District and the Village, the McKee House Preservation Group (McKee Group), a 501c3 organization, was established to take the lead in raising funds and organizing efforts to restore the McKee House structures. Concurrently, the Village established an Oversight Committee

(consisting of two Trustees, staff, and a representative of the Forest Preserve) to serve as review group to ensure the organization met the goals and intent of the agreement. The McKee Group requested an amendment to the agreement in 2018 to assist with fundraising efforts and the Village and Forest Preserve agreed. It was near that time that the Forest Preserve property was annexed into the Village. Last year, Public Works led efforts to renovate the maintenance facility and relocated salt and other equipment into the newly leased buildings. To date, the Village has spent the following:

- 2019 - \$88,054.51 in Facilities Maintenance Reserve; \$129,741 in Capital Projects = Total of \$217,795 to renovate and store salt in the main building
- 5 year plan estimates \$15,000 to 40,000 annually to meet maintenance needs

Unfortunately, the McKee Group fell short of their goals and basically disbanded last summer. Tim Whelan, Forest Preserve Commissioner, has done his best to keep reaching out to potential interested parties and has kept the Village informed throughout this entire process. However, the lease agreement between the Village and the Forest Preserve outlines certain timeframes that must be met to avoid the demolition of the McKee House structures. Specifically, the group was required to raise \$400,000 by October, 2019 and the structures must be fully restored and occupied by October 1, 2022.

In addition, the Oversight Committee requested funding plans and a business plan to ensure whoever subleases the building could sustain operations, thus avoiding using taxpayer dollars for this facility or for their operation in the future. It should be noted according to the Forest Preserve, a tenant could not generate revenue and fulfill the public use criteria, so any future tenant would likely have to be subsidized. Equally important, whatever organization/entity was interested, would have to be approved by the Village and Forest Preserve per the agreement. Below is a list of key components of the agreement:

- Village leases property for 50 years beginning April 1, 2019
 - McKee House can be used for educational, art, recreational & cultural purposes (not residential and not private use)
 - Village can sub-lease the property to the Glen Ellyn Park District, College of DuPage or the Glen Ellyn Historical Society (without written consent). Other uses would have to be approved by the Village and Forest Preserve, American Legion and Makerspace are not approved from a legal standpoint
 - Fundraising group must raise \$400,000 by October 1, 2019:
 1. If initial fundraising goal of \$400,000 is reached Village and Forest Preserve will contribute \$25,000 each (at time of permit) to the project
 2. If the \$400,000 is not raised by October 1, 2019 the McKee house will be demolished at the Village's expense
 - The McKee House must be occupied by October 1, 2022

- If the McKee House is not occupied by October 1, 2022 the structure will be demolished and restored to its natural state at the Village's sole expense (est. \$30,000-\$65,000)

In October, Mike Formento, member of the American Legion, approached the Village with a concept of using the facility for an American Legion Hall and introduced another partner interested in a *Makerspace*. Both entities were encouraged to develop more formal concept plans and we requested additional time from the Forest Preserve to consider this idea. The District acquiesced. President McGinley, Trustee Thompson and Village Manager Franz meet with this group multiple times to understand their needs and concepts and encourage them to provide more details and funding plans. These concepts were shared with the District to keep everyone informed.

However, the Village received a legal opinion from Forest Preserve Attorney stated that these entities were unable to sub-lease because their particular use does not meet the legal requirements of the Property Transfer Act. Staff and interest parties met with District officials on February 18 to clarify this determination and the American Legion submitted additional information to further clarify their position. Staff received confirmation that the legal opinion had not changed, the District staff and attorney still contend that this is not an allowed use.

The Village Board adopted Resolution No. 20-15, A Resolution Expressing the Request of the Village of Glen Ellyn for the Consent of the Forest Preserve to Sub-lease the McKee House to American Legion Post 3, for the Purpose of Restoration and Rehabilitation of the McKee House and Use by legacy Makerspace, on June 22, 2020. The Forest Preserve has not put the Resolution on their agenda to date.

Update on Activity related to the McKee House

Most recently, the Village received a letter from the Forest Preserve District dated September 11, 2020 providing official notice that the Village is in default and requested to cure this default in 30 days per the agreement. Staff met with District officials over the last few weeks to discuss possible resolutions to the default. Attached is an amended lease agreement (redline) that the District has tentatively agreed to that would resolve the default and provide the Village more time to raise funds and improve the property by the October 2022 deadline to occupy the facility. Specifically, the following modifications are included in the proposed amended agreement:

1. Eliminate the requirement of raising \$400K by April 1, 2019 and relying on the requirement to occupy the McKee House structures by October 2022.
2. Include a liquidated damages clause that would require the Village to deposit \$100K with the District that would be used if the Village were not to meet the requirements of maintaining the property AND demolishing the McKee House structures if not occupied by October 2022.

3. The parties recognize that the property can only be subleased in accordance with the District's interpretations of Section 2 of the Transfer Act.

In addition, the District is willing to accept these changes if the Village is committed to managing and operating the facility throughout the term of the lease. In other words, the Village still has the right and intention of establishing a license with the American Legion and other entities, while still managing the property, similar to the Historical Center and Chamber building. According to the original lease agreement, any license agreement with a 3rd party would still have to be approved by the District.

After speaking with the District's attorney the District submitted an alternative Agreement which would allow the Village to operate a facility at the McKee House and License the property (not sublease) to others for particular groups or uses. The distinction between a license and lease is that a lease conveys a property right and control to an entity, while a license does not. The District continues to hold the opinion that the Village cannot allow a use, on a permanent basis, which would operate a club for limited persons or members. The District agrees that the Village can offer a license to any group to use the facility for meetings on a frequent basis, such as two or three times a week. This might fit the needs of the American Legion or other groups.

Staff believes this was a mutually beneficial negotiation and recommends that the Village Board direct staff to place this item on the October 26 Village Board agenda for consideration.

Budget Impact:

The Village would be required to place a \$100,000 deposit with the Forest Preserve District. This would be forfeited if the Village did not if the Village were not to meet the requirements of maintaining the property AND demolishing the McKee House structures if not occupied by October 2022.

Action Requested:

Discussion only.

Attachments:

1. Amended McKee House Lease V of Glen Ellyn 10.1.20

**AMENDED LEASE AGREEMENT BETWEEN THE FOREST PRESERVE DISTRICT
OF DUPAGE COUNTY AND THE VILLAGE OF GLEN ELLYN PROVIDING
FOR THE LEASING OF MAINTENANCE BUILDING PROPERTY AT CHURCHILL
WOODS AND CERTAIN PROPERTY COMMONLY KNOWN
AS THE MCKEE HOUSE PROPERTY**

THIS LEASE AGREEMENT is made and entered into by and between the FOREST PRESERVE DISTRICT OF DUPAGE COUNTY, ILLINOIS, and a body corporate and politic, hereinafter referred to as "District," and the Village of Glen Ellyn, an Illinois municipal corporation, hereinafter referred to as "Village".

WITNESSETH:

WHEREAS, the District is the owner of the *Maintenance Building Property*, which includes paved areas, at Churchill Woods Forest Preserve more fully depicted in Exhibit 1 which is attached hereto; and,

WHEREAS, the District is the owner of certain property commonly known as the *McKee House Property*, which includes paved areas, at Churchill Woods Forest Preserve, more fully depicted in Exhibit 2 which is attached hereto and incorporated by reference; and,

WHEREAS, the properties contain structures consisting of the *McKee House*, administrative building and pump house; and,

WHEREAS, because the District has no need for those structures, it was intended that the structures either be sold or demolished in accordance with District policy; and,

WHEREAS, the Village expressed an interest in leasing certain structures at Churchill Woods; and,

WHEREAS, the District and Village are municipalities as defined in Section 1(c) of the Local Government Property Transfer Act. 50 ILCS 605/1(c) (hereinafter the “Transfer Act”); and,

WHEREAS, Section 3.1 of the Transfer Act authorizes a municipality, upon a two-thirds vote, to lease its real property, or any portion thereof, to another municipality for such uses and upon such terms and conditions as may be agreed to by the corporate authorities of the respective municipalities; and,

WHEREAS, in accordance with Section 2 of the Transfer Act, the Village has, pursuant to a duly passed ordinance, declared that it is necessary and convenient to use and occupy the property hereinafter described for public purposes; and,

WHEREAS, the District’s Board of Commissioners has determined that it is reasonable, necessary and in the public interest and welfare to lease the *McKee House Property* and the adjacent *Maintenance Building Property* to the Village, subject in the terms and conditions set forth herein; and,

WHEREAS, the parties are authorized to enter into this Agreement under the authority conferred by article VII, Section 10, of the Illinois Constitution of 1970 and the Transfer Act.

WHEREAS, the Village will at its own expense demolish the existing structures when their lease is terminated and restore the land to the reasonable satisfaction of the District’s Executive Director.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, the parties agree as follows:

1.00 INCORPORATION OF PREAMBLES

1.01 Incorporation of Preambles: The preambles set forth above are incorporated herein and made a part hereof.

2.00 LEASE GRANTED

2.01 Lease Granted: The District hereby grants the Village a lease to enter upon, occupy, use develop and maintain the property described in Section 2.02 (said property hereinafter referred to as the “*Lease Premises*” for the storage of Village materials, salt, vehicles in the possession of the Village and equipment (Exhibit 1) and for educational, art, recreational, and cultural purposes associated with the operation of the *McKee House Property* (Exhibit 2). The District will allow overflow parking on its parking lots for events held at the McKee House.

The *Lease Premises* shall not be used for any other purpose unless prior written approval is obtained from the District’s Board of Commissioners under a duly approved amendment of this Agreement. The Village may improve the maintenance building property per 2.01, but no other buildings, structures or any other improvements of any nature shall be constructed, installed, or placed upon the Lease Premises without written permission of the District.

2.02 Lease Premises: The *Lease Premises* shall consist of the structures and all paved areas, except the fuel station island, pumps and associated equipment, located on the leased property as of the date of this ~~Amended Agreement~~as Agreement as shown on Exhibit 1 and Exhibit 2.

2.03 Condition of the Lease Premises: The Village acknowledges that it has inspected the *Lease Premises*, that it knows the condition thereof, and that it accepts the same in “AS IS” condition. The Village further acknowledges that the District has made no

representations or warranties concerning the condition of the *Lease Premises*. The Village shall be solely responsible for making such repairs and improvements to the *Lease Premises* as may be necessary for its intended use as described in Section 2.01 and for taking such action as may be required to ensure that the *Lease Premises* and improvements located or constructed thereon fully comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the Americans with Disabilities Act of 1990. The Village shall also maintain the *Lease Premises* and improvements in a good, clean and safe state of repair and shall promptly correct or repair any condition which endangers the safety or welfare of any person working or entering upon the property. The parties agree that the District shall have no obligation of any kind concerning the condition or safety of the *Lease Premises* or the maintenance or repair thereof, except for damage caused by the District or its Licensee.

2.04 Lease Term: This Agreement shall be for a term of 50 years commencing April 1, 2019, for the *McKee House Property* and upon vacation by the District of the *Maintenance Building Property*, but no later than April 1, 2019. The District shall indicate in writing when they vacate the Maintenance Building and thereby when the lease commences.

2.05 Payment: The Village shall pay the District \$1.00 per year for the use of the *Lease Premises*, it being understood and acknowledged between the parties that the Village's commitment to assume all responsibility for the *Lease Premises*, including, but not limited to all maintenance, repairs and improvements, serves as additional compensation to the District.

2.06 Transfers: The Village shall not enter into any sublease or license agreement concerning the *Lease Premises* or in any other manner permit the *Lease Premises* to be

utilized by any individual, group, association, corporation, not-for-profit organization or other entity other than the Glen Ellyn Park District, College of DuPage, and Glen Ellyn Historical Society (Hereinafter "Village") without the written consent of the District. [The parties recognize that the property can only be subleased in accordance with the District's interpretations of Section 2 of the Transfer Act.](#) Additionally, the Village shall not in any other manner sell, assign or otherwise transfer its interest under this Agreement without the written consent of the District.

3.00 VILLAGE RIGHTS

3.01 Restoration: It is the intent of this Agreement that the Village shall be solely responsible for performing all restoration, maintenance repairs, improvements and other work in the *Lease Premises* (hereinafter collectively referred to as the Improvements") that are necessary for the use and operation of the property for the purpose specified in Section 2.01, all at no cost to the District. The Village will not be responsible for any soil conditions at the McKee House or Maintenance Building property that preexisted this Lease.

3.02 Parking: The Village shall submit to the District, for its review and approval, the proposed grading and drainage plan related to the repaving of the parking lot in order to enable the District to determine the impact to its surrounding property and to evaluate stormwater flow and detention. The Village shall provide the District with the proposed grading and drainage plan at least 30 days prior to letting the project for bid or prior to beginning any work on the parking lot if the project is not let for bid. If additional area is authorized by the District, the Village shall comply with all applicable laws, rules and regulations.

a. The Village shall also be responsible for ice and snow removal necessary for the Village use and operation of the *Lease Premises*, but not the access to, or District's gas pump area.

b. The parking lot as well as any walks constructed by the Village, shall be available for use by the District and by the general public as a mean of gaining access to the adjacent Churchill Woods Forest Preserve.

3.03 Admission Fees: The Village, or the entity leasing the McKee House Property pursuant to Section 2.01 above, may charge admission or service fees for its programs and for other functions held on the *Lease Premises*. In connection therewith, the Village may charge "non-resident" rates in accordance with its customary practice involving other Village programs and activities.

3.04 Signs: The Village may erect appropriate signs on the *Lease Premises* necessary for the operation of the *Lease Premises*, provided prior written approval therefor is obtained from the District's Executive Director. The Village shall pay the costs related to the erection and maintenance of any such sign. The District, after consultation with the Village, may also erect such signs on the *Lease Premises* as the District deems necessary for the operation of the areas adjacent to the *Lease Premises*. All signs shall be maintained by the party who erected or caused to be erected each sign. In addition, the Village may, with written approval of the District's Executive Director, erect and maintain a special events announcements sign at a mutually agreed upon location. The District reserves the right, after timely notification, to remove from any sign erected by the Village information that is either out of date or unsightly in appearance. All entrance signs

installed by the Village shall identify the District as the owner of the property and the cooperative arrangement involving the leasing of the *Lease Premises*.

3.05 Alarm System: The Village may, at its expense, install and maintain systems designed for the purpose of protecting the *Lease Premises* from fire, theft, and burglary. Expense for maintaining or repairing the alarm system and equipment, or any false alarm charges related hereto, shall be paid by the Village.

3.06 Grants: The Village shall notify the District in writing before applying for any grant pertaining to the *Lease Premises* and shall provide the District with such information as may be necessary for the District to independently determine how the grant will affect the District. All grants are subject to final approval by the District.

4.00 VILLAGE RESPONSIBILITIES

4.01 Schedule of Hours: The Village shall provide the District with a schedule of the Village's normal operating hours for the *Lease Premises* and of any special events that are to be held on the property which are outside the normal operation hours. The Village shall provide written notice of any changes in the aforementioned schedule.

4.02 Compliance with Laws: In operating the *Lease Premises* for the purpose specified herein, the Village shall comply with all applicable federal, state and local laws, rules and regulations, and with all District ordinances, rules and regulations now in force or hereafter enacted. The Village shall obtain from the appropriate regulatory authority all necessary permits or license prior to the beginning of the operation of the *Lease Premises*, the performance of any work described in Section 3.01. Upon request, the Village shall provide copies of all applicable permits to the District.

4.03 McKee House: If ~~fundraising efforts for the McKee House generates sufficient funds totaling \$400,000 by October 1, 2019; the Village agrees to pay a lump sum of \$25,000 to assist in the efforts to restore the structures. These funds will not be provided until the construction project is permitted by the Village. If fundraising efforts for the McKee House do not raise sufficient funds totaling \$400,000 by October 1, 2019 and~~ the McKee House structures do not meet all applicable federal, state and local laws, and all District ordinances, rules and regulations and is not occupied by (October 1, 2022), it shall be demolished and the property restored to its natural state both at the Village's sole expense. The Village may repurposed all materials of the McKee House structures as part of the demolition process.

4.04 Disorderly Persons: The Village shall not allow any disorderly person to remain on the *Lease Premises* and shall promptly notify the police to assist in the removal of disorderly person if necessary.

4.05 Illegal Activities: The Village shall not unreasonably permit any illegal activity, of which it has notice, to be conducted upon the *Lease Premises*.

4.06 Maintenance and Repairs: The Village shall be solely responsible for maintaining the *Lease Premises* in a clean, safe and sanitary condition and for performing all maintenance and repairs, including, but not limited to, all structural repairs and maintenance of and repairs to HVAC systems, electrical systems, roofs, foundations, exterior and interior walls and ceilings, sidewalks, entry drives, well or water system, interior and exterior painting, windows, and exterior and interior doors. The Village shall not permit any debris, refuse, offensive matter, or any material or substance constituting a health or fire hazard to remain or accumulate on the *Lease Premises*. In addition, the

Village shall perform all snow and ice removal for the *Lease Premises* only, but not the access to, or District's gas pump area.

4.07 Compliance with Regulations: If any of the structures on the Leased Premises do not comply with all state federal, local laws, regulations and codes within five years of the entry into this Agreement, then the structure(s) will be demolished at the sole expense of the Village and the land returned to its natural state acceptable to the District.

4.08 Utility and Service Charges: The Village shall be responsible for providing and paying for all utility services to the *Lease Premises*, including charges for gas, electric, and refuse removal. All utility and telephone service shall be in the Village's name. The Village waives any and all claims against the District for compensation for loss or damage caused by any defect, deficiency or impairment in any utility, water supply, drainage, waster, well, heating or gas system, or in any electrical apparatus or wire serving the *Lease Premises*.

4.09 Safety: The Village shall be solely responsible for the safety of all persons working on or utilizing the *Lease Premises* and for ensuring that the *Lease Premises* is maintained at all times in a reasonably safe condition. In this regard, the Village shall promptly correct any unsafe condition or practice existing on the *Lease Premises*. The Village shall also fully cooperate with the District in the investigation of any illness, injury or death occurring on the *Lease Premises*, including providing a prompt written report thereof to the District's Executive Director.

4.10 Habitation: The *Lease Premises* shall not be used as a living quarters.

4.11 Damage to Improvements: Subject to the provisions of Section 7.01, in the event any of the buildings situated on the *Lease Premises* or any of the current improvements

on the *Lease Premises* are damaged or destroyed in whole or in part, from any cause, the Village shall be solely responsible for all necessary repairs and restoration.

4.12 Construction Activity: During the construction any of the improvements, additional improvements or parking lot authorized by the District under Section 3.01 and 3.02, all construction activity shall be confined within the boundaries of the *Lease Premises*, including but not limited to, the movement and storage of equipment and materials. All surplus excavated materials and other debris resulting from the work shall be legally disposed of off of District property. No construction personnel shall be permitted outside the *Lease Premises* while engaged in construction activities. In the event the Village, its employees or agents, or any contractor or subcontractor engaged to perform work on the *Lease Premises* causes any damage to trees, shrubs, or other vegetation or landscaping or any improvements lying outside the *Lease Premises*, the Village shall pay the cost of replacement in the case of trees, shrubs or other vegetation, and in the case of landscaping or improvements, shall pay the cost of restoration and repair. Said costs shall be calculated at a current replacement costs as determined by the District for all materials, labor and incidentals necessary for a complete restoration and repair. In addition to paying for the cost of restoration and repair the Village shall pay an additional 15% charge for administrative and supervision expenses.

4.13 The Village is not liable for any pre-existing contamination of the ground for the Leased premises.

5.00 DISTRICT RIGHTS

5.01 Right of Entry: The District and its Licensees may enter upon the *Lease Premises* at any and all reasonable times for the purpose of determining whether the Village is

complying with the terms and conditions of the Agreement, and for any other purpose existing at the time of this contract including use of fuel pumps and incidental to the rights of the District under this Agreement.

5.02 Trails and Easements: The District reserves the right to establish trails on the *Lease Premises* and to grant or utilize easements, licenses or rights-of-way over, under, along and across the *Lease Premises* for utilities or for access to any portion of the Churchill Woods Forest Preserve, provided that the District shall exercise such rights in a manner which, if possible, will minimize interference with the operation of the *Lease Premises* for its intended purpose. In the event any action of the District prevents the Village from operating the *Lease Premises* in any or all manners set forth by this Agreement the Village may terminate the Lease and will not be responsible for demolishing structures on any portion of the *Lease Premises*, if the Village has fully complied with all other provisions of the Lease.

6.00 DISTRICT RESPONSIBILITIES

~~6.01 McKee House: If fundraising efforts for the McKee House generates sufficient funds totaling \$400,000 by April 1, 2019; the District agrees to pay a lump sum of \$25,000 to assist in the efforts to restore the structures. These funds will not be provided until the construction project is permitted by the Village.~~

6.012 Parking: The District agrees to allow the shared use of the parking lot adjacent to the McKee House to meet overflow parking needs as necessary. In addition, the District will not prohibit Village from permanently removing the circle driveway adjacent to the McKee House.

a. The Village shall also be responsible for ice and snow removal for all parking areas included in the lease premises. Village may elect not to plow the McKee house circle driveway at their discretion.

b. The parking lot as well as any walks constructed by the Village, shall be available for use by the District and by the general public as a mean of gaining access to the adjacent Churchill Woods Forest Preserve.

6.023 Annexation: The District expressly agrees pursuant to 70 ILCS 805/503 agrees to the annexation of property contiguous to Glen Ellyn up to and including the lease structures by April 1, 2019. This would include annexing two parcels as shown on Exhibit 3. The District will execute and file the necessary annexation petition and provide proof of ownership and a legal description of the property to be annexed upon request of the Village. The Village will select legal counsel for annexation and be responsible for all legal costs.

7.00 INDEPENDENT CONTRACTOR

7.01 Independent Contractor Insurance and Indemnification: If any work not involving an emergency or routine maintenance is performed by an independent contractor on the *Lease Premises*, the Village shall, prior to letting the work for bid or prior to the commencement of such work, whichever is earlier, notify the District in writing of the nature of the work and obtain from the independent contractor such insurance coverage and indemnification as the District deems reasonable necessary for its protection.

7.02 Foreclosure: The Village shall defend, indemnify and hold harmless the District from all damages, suits, liabilities, costs, and expenses, in law or equity, including reasonable attorney fees, arising from any action brought by a mechanic, laborer or

materialman in an action for foreclosure of mechanic's liens filed upon the *Lease Premises* as a result of the performance of labor or provision of materials thereon at the request of the Village. In the event a judgement or settlement is rendered in favor of the claimant in any such action, the Village shall promptly obtain full satisfaction thereof through payment of all sums due thereon.

8.00 DESTRUCTION OF THE *LEASE PREMISES*

8.01 Election by the Village: If one or more of the buildings on the *Lease Premises* are totally or partially destroyed by fire, earthquake, flood, storms, war, insurrection, riot, public disorder or any other cause or casualty so as to prevent the Village from utilizing the *Lease Premises* for the purposes specified in Section 2.01, the Village may, at its option, terminate this Agreement. If the Village desires to restore the building or buildings, this Agreement shall continue in full force and effect. The District shall not be responsible for any restoration or repair costs whatsoever resulting from the total or partial destruction of any buildings.

8.02 The Village is not liable for any pre-existing contamination of the ground for the Leased premises.

9.00 INSURANCE

9.01 General Requirements: Except as otherwise provided, the Village or any subleasee shall procure, maintain and keep in force for the term of this Agreement policies of property, liability and workers' compensation and employer's liability insurance. Such policies shall be issued by companies authorized to do business in the State of Illinois and approved by the District. The policies to be provided and maintained by the Village are as follows:

- (a) Commercial general liability insurance with limits of not less than \$1,000,000 per occurrence bodily injury/property damage combined single limit: \$2,000,000 aggregate bodily injury/property damage combined single limit. The policy of commercial general liability insurance shall provide coverage for all liability for bodily injury, sickness, death and property damage arising from activities conducted on the *Lease Premises* and shall include coverage for contractual liability for the obligations assumed by the Village under Section 6.01. The commercial general liability insurance shall include an endorsement naming the District as an additional insured.
- (b) Commercial automobile liability insurance with limits of not less than \$1,000,000 per accident bodily injury/property damage combined single limit covering the Village's owned, non-owned and rented vehicles.
- (c) Umbrella/Excess liability insurance with limits of not less than \$1,000,000 per occurrence bodily injury/property damage combined single limit. The Umbrella/Excess insurance shall provide coverage in excess of the insurance specified in subsections (a) and (b) above and shall either include an endorsement naming the District as an additional insured or provide "following form" coverage.
- (d) Property insurance providing coverage against fire and extended coverage perils for all of the buildings on the *Lease Premises*. The property coverage shall cover losses on a replacement cost basis.
- (e) Workers' compensation and employer's liability insurance, including coverage for occupational diseases, covering all the Village's employees who perform work on the *Lease Premises*. Limits for workers' compensation shall be those required under the applicable workers' compensation statutes for the State of Illinois. Limits

for the employer's liability coverage shall be not less than \$500,000 each accident/injury; \$500,000 each employee/disease \$500,000 policy limit.

The limits specified above shall apply during the first five years of this Agreement. Thereafter, the District shall annually have the right to revise the limits as it deems reasonably necessary for its protection.

9.02 Evidence of Insurance: The Village shall furnish to the District two copies of a Certificate of Insurance for each of the coverages specified in Section 9.01. In addition, when requested the Village shall furnish copies of the actual policies and endorsements showing the coverages enumerated herein to be provided by the Village. All such certificates and policies shall provide that no change, modification, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company or companies to the District.

9.03 Hold Harmless: The Village shall defend, save, keep and hold harmless the District, its elected officials, officers, employees, agents, engineers and consultants, from any and all claims, liabilities, causes of action, losses and damages that may at any time arise or be claimed by any person or entity, including the officers, employees and agents of the Village or its subconsultants, or the elected officials, officers, employees, agents, engineers and consultants of the District, as a result of bodily injury, sickness, disease, death or property damage allegedly arising out of or any manner connected with, directly or indirectly, the Work to be performed under this Contract, whether performed by the Village, its employees, agents or sub-consultant, when such bodily injury, sickness, disease, death or property damage is allegedly caused by an act or omission to act on the part of the Village, its employees, agents or sub-consultant, that constitutes, without

limitation, negligence or intentional infliction of harm. In the event any person obtains a judgment or settlement against the District or any of its elected officials, officers, employees, agents, engineers or consultants by reason of any of the aforementioned acts or omissions on the part of the Village or its employees, agents or sub-consultants, the Village shall indemnify the District in the amount of said judgment or settlement and for all costs and expenses related thereto that may be incurred by the District, including, without limitation, reasonable attorney and expert witness fees. Nothing in this Section shall preclude the District or its elected officials, officers, employees, agents, engineers or consultants from electing to defend any claim or cause of action through the use of their own attorneys and experts, provided that written notice thereof is promptly served upon the Village. In such case, the Village shall, in addition to providing indemnification for any settlement or judgment as set forth above, pay all costs and expenses incurred in the defense of the claim or cause of action, including, without limitation, reasonable attorney and expert witness fees. The Village's obligation to defend, hold harmless and indemnify the District as set forth in this Section shall survive the expiration or termination of the Contract.

9.04 Operation of Lease Premises: Operation of the *Lease Premises* shall not commence until the Village has complied with the aforementioned insurance requirements, and shall be suspended during any period that the Village fails to maintain said policies in full force and effect. Additionally, in the case of the Village's failure to maintain the required insurance coverages the District may, at its discretion, either terminate this Agreement or procure such insurance and pay all premiums in connection therewith, and may thereafter charge said premiums to the Village. The Village shall pay

the bill submitted by the District within 10 days of service thereof as provided for in Section 16.01.

9.05 Risk Management Pool: The Village's participation in a risk management pool which provides coverage in the amounts specified in Section 9.01 (or the amounts which may be established annually by the District) shall constitute an acceptable substitute for the insurance coverages herein, provided that the Village furnishes written evidence of its participation.

10.00 DISCRIMINATION PROHIBITED

10.01 Equal Opportunity: In operating the *Lease Premises*, the Village shall comply with the provisions of the Illinois Human Rights Act, 775 ILCS 5/1-01 *et seq.*, and with all rules and regulations established or enacted by the Department of Human Rights. The Village further agrees that it will not deny employment to any person or refuse to enter into any contract for the performance of any work or service of any kind by, for or on its behalf with respect to the operation of the *Lease Premises* on the grounds of unlawful discrimination as defined in the Illinois Human Rights Act.

10.02 ADA Compliance: In operating the *Lease Premises*, the Village shall comply with all applicable provisions of the American with Disabilities Act of 1990, and the rules and regulations related thereto. The Village shall be responsible for ensuring structural compliance with the American with Disabilities Act.

11.00 LIQUIDATED DAMAGES

11.01 The Village shall deposit \$100,000 with the District prior to this Amended Agreement becoming effective.

124.00 TERMINATION

124.01 For Cause: The District shall have the right to terminate this Agreement for cause if the Village fails to comply with any provision in Section 4.00 et seq. In the event of a default, the Village shall have 30 days following the effective date of service of the District's notice of default within which to cure the violation. If the Village fails to cure the default to the District's satisfaction within said 30-day period, this Agreement shall automatically terminate, and the District shall have the right to rent the *Lease Premises* without notice or process of law and take possession thereof, including any improvements constructed or installed by the Village.

124.02 Waiver: A waiver by the District of any default of one or more of the terms of this Agreement on the part of the Village shall not constitute a waiver of any subsequent or other default of the same or other term, nor shall the failure on the part of the District to require exact, full and complete compliance with any of the terms contained herein be construed as changing the terms of this Agreement or stopping the District from enforcing full compliance with the provisions herein. No delay, failure or omission of the District to reenter the *Lease Premises* or to exercise any right, power, privilege or option arising from any default shall impair any right, privilege or option, or be construed as a waiver or acquiescence in such default or as a relinquishment of any right. No option, right, power, remedy or privilege of the District shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, power, privileges and remedies given the District under this Agreement and by law shall be cumulative.

132.00 EVENTS OF DEFAULT

132.01 Abandonment: The unauthorized abandonment or vacation of the *Lease Premises* by the Village for more than 30 days in any 45-day period during the period of scheduled operations.

132.02 Failure to Maintain: The failure on the part of the Village to maintain the *Lease Premises* in a clean, sanitary and safe state of repair where such condition continues for more than 30 days after written notice from the District's Executive Director specifying the violation and/or environmental concerns. [The \\$100,000 deposited with the District as liquidated damages shall then become the sole property of the District without further notice or action.](#) When the *Maintenance Building* is not compliant with Section 2.01 for more than 90 days the Village shall demolish the structure and restore the land to its natural state at the Village's sole expense.

132.03 Discrimination: A determination by the appropriate state or federal regulatory agency that the Village has engaged in unlawful discrimination in violation of state or federal laws where action to correct or mitigate the violation is not promptly taken. Such corrective or mitigation action shall be suitable to the regulatory agency making a finding of discrimination.

132.04 Failure to Perform: The failure of the Village to keep, perform and observe all other promises, covenants and conditions set forth in this Agreement, including, but not limited to, the failure to construct the Improvements to bring all buildings into compliance with federal state and local laws, rules and regulations. [This shall be termination for cause as set forth in Chapter 12.](#)

132.05 Revocation of Occupancy Permit: Revocation by the applicable regulatory authority of the certificate of occupancy for the *Lease Premises* because of a defect which cannot be cured by the Village within a reasonable time.

143.00 SURRENDER

143.01 Restoration of *Lease Premises*: Except as provided in Section 5.02, the Village shall demolish and remove the *McKee House, Maintenance Building* or any other structure and the parking lot and all other additional improvements constructed or installed by the Village on the *Lease Premises* and shall restore the *Lease Premises* to a natural area acceptable to the District when the Lease for that structure or those structures is abandoned or the Lease is terminated. All costs associated with the demolition and restoration work shall be paid by the Village in addition to liquidated damages.

143.02 Vacation of Lease Premise: If either (a) this Agreement is terminated by the Village for cause due to a default on the part of the Village as specified in Section 11.00; (b) the Village determines not to seek a renewal of this Agreement for an additional term at the expiration of the original term of this Agreement; or (c) the Village elects to renew this Agreement for an additional term and that term expire, the Village shall promptly vacate the *Lease Premises*.

154.00 INTERPRETATION

154.01 Headings: The headings herein contained are for convenience and reference only and are not intended to limit the scope of any section.

165.00 ENFORCEMENT

165.01 Responsibility: The District's Executive Director shall be responsible for the enforcement of this Agreement on behalf of the District and shall be assisted therein by such officers and employees of the District as the Executive Director deems necessary.

176.00 ATTORNEY FEES AND COSTS

176.01 Recovery of Costs: In the event the District is required to institute any proceeding or action, whether at law or in equity, to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all its costs and expenses incurred in connection with said proceeding or action including, but not limited to, reasonable expert witness and attorney fees.

187.00 NOTICES

187.01 Requirements: All notices required to be given under the terms of this Agreement shall be in writing and either (a) served personally during regular business hours; (b) served by facsimile transmission during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served upon the District shall be directed to the Executive Director, Forest Preserve District of DuPage County, 3S580 Naperville Road, Wheaton, Illinois 60187. Notices served upon the Village shall be directed to the Village Manager, Village of Glen Ellyn, 535 Duane Street, Glen Ellyn, Illinois 60137. Notices served personally shall be effective upon receipt and notices served by mail shall be effective upon receipt as verified by the United State Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this section.

198.00 RECORDATION

[198.01](#) Filing with Recorder of Deeds: The Village may, at its cost, record this Agreement in the Office of the Recorder of Deeds, DuPage County, Illinois. The Village shall provide the District with a copy of the recorded document.

[2019.00](#) ENTIRE AGREEMENT

[2019.01](#) Integration: The provisions set forth herein constitute the entire agreement between the parties for the leasing of the *Lease Premises* and supersede any prior representations, promises or agreements, whether oral or written, as it is the intention of the parties to provide for a complete integration within the terms of this agreement.

[2019.2](#) Modifications: This Agreement may be modified only by further written agreement specifically referring to this section. Any such modification shall not be effective unless duly approved by the corporate authorities of each party.

[2019.3](#) Execution: This Agreement shall be executed in duplicate, and each party shall retain a fully executed copy, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have entered into this Lease Agreement as of the ____ day of _____, 2017.

Forest Preserve District of DuPage County
3S580 Naperville Road
Wheaton, IL 60187-8761

Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137

President

President

Attest

Attest