



Agenda
Village of Glen Ellyn
Glen Ellyn Village Board
Regular Workshop Meeting
Monday, June 15, 2020
7:00 PM

Glen Ellyn Civic Center, Galligan Board Room
Streaming on www.glenellyn.org

Village Board Meeting Procedures Statement

On March 16, 2020, Governor Pritzker issued Executive Order No. 5 in response to COVID-19, which temporarily suspended certain requirements of the Open Meetings Act ILCS 120 allowing Village Board members to participate electronically in Village Board meetings.

The Public is welcome to observe and participate in all meetings of the Village Board. Meetings are streamed at www.glenellyn.org and also televised on WideOpenWest Channel 6, AT&T Channel 99 and Comcast Cable Services Channel 10. Please complete the public comment form, which can be found at www.glenellyn.org/publiccomment. All public comments submitted to the Village Clerk prior to the Audience Participation portion of the agenda will be read into the official record, and any comments received during the meeting will be read into the record during the appropriate portion of the agenda.

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Audience Participation

1. Open:

On March 16, 2020, Governor Pritzker issued Executive Order No. 5 in response to COVID-19, which temporarily suspended certain requirements of the Open Meetings Act ILCS 120.

All public comment submitted prior to the Audience Participation portion of the agenda will be read into the official record and any comments received during the meeting will be read into the appropriate portion of the agenda. Please complete the public comment form, which can be found at www.glenellyn.org/publiccomment. All public comments will be received and read by the Village Clerk. These temporary meeting procedures will be eliminated once the emergency declaration is lifted.

E. Police Department Practices (Presented by Police Chief Norton) (Discussion Only)

1. Police Chief Norton will lead a discussion on Glen Ellyn policing practices.

F. Streetscape Project Update (Presented by Professional Engineer Daubert) (Discussion Only)

1. Professional Engineer Daubert will update the Village Board on the Central Business District Streetscape and Utility Project and will solicit the Village Board's input on the topics of paving materials, project schedule and budget.

G. McKee House Update (Presented by Village Manager Franz) (Discussion Only)

1. Village Manager Franz will provide an update regarding the McKee House.

H. Other Items

I. Adjournment



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

Meeting: 06/15/20 07:00 PM
Department: Police
Department Head: Phil Norton
Category: Discussion Item
Prepared By: Phil Norton

SCHEDULED

AGENDA ITEM (ID # 4508)

DOC ID: 4508

Police Chief Norton will lead a discussion on Glen Ellyn policing practices.

Background

On May 25, 2020, George Floyd was killed at the hands of a Minneapolis Police Officer. The Officer was subsequently arrested and charged with murder. In the aftermath, there have been nationwide protests. Some of these protests have turned violent and have resulted in estimated millions of dollars in loss, through criminal damage and theft.

Following these protests, a number of communities are having open discussions about their local policing. Topics include selection, training, policies and accountability. A few residents have sent questions to the Village and Police Department concerning some of these topics. Many of the resident questions are very similar. We have developed an FAQ to best answer the bulk of these questions.

I have attached a copy of the FAQ and look forward to further discussion.

Lastly, the Village Manager requested that I share with the Village Board the Resolution, approved by the Village Board in 2019, that reaffirmed its support for a community free of racism, hatred, and bigotry in all forms. See attached.

ATTACHMENTS:

- Police FAQ (DOCX)
- Resolution 19-04 (PDF)

Message from the Glen Ellyn Police Department

The Village of Glen Ellyn is a welcoming community to all. Hateful criminal acts and racism are an affront to the values and beliefs of our community and will not be tolerated. The men and women of the Glen Ellyn Police Department have sworn an oath to protect all residents and guests of Glen Ellyn, and to uphold the Constitution of the United States. Accordingly, the Village of Glen Ellyn and the Glen Ellyn Police Department stand united with fellow residents against any and all acts of violence and racism within our community and reject discrimination towards any person under any circumstance. A portion of our Statement of Values reads:

“In serving the community, we must treat all people fairly, with respect and without prejudice; be prepared and vigilant; respond immediately when we are needed; be approachable and open but respect confidentiality; work with the community to maintain community values; strive to keep problems from arising and resolve situations without worsening them; and observe high standards of behavior.”

The Village of Glen Ellyn has received a number of inquiries from residents regarding police practices. The panel of common questions originates from the Black Lives Matter movement, based upon the recommendations from the organization on what would help improve police and community relations. In the interest of education, openness and transparency, we wish to share questions that were submitted and the answers that were provided in response with all members of the Glen Ellyn community.

The Village of Glen Ellyn is committed to continually engage with those we serve in a courteous and professional manner. We have worked hard to earn and keep the trust of our community and we value and respect all citizens. Consistent with the policies of the Glen Ellyn Police Department, we stand with our community, other law enforcement agencies, and the nation against discrimination, racial profiling, and excessive use of force.

Questions Regarding Police Procedures

1. Are the police officers in Glen Ellyn being trained to de-escalate altercations by using peaceful conflict resolution strategies?

The Police and Community Relations Improvement Act (50 ILCS 727) and Illinois Police Training Act (50 ILCS 705) mandate training requirements for active police officers in the State of Illinois, including the types of training referenced above. The Illinois Law Enforcement Training and Standards Board is the state agency mandated to oversee training requirements, curriculum and standards.

Mandated training for active police officers includes:

- Civil Rights

- Constitutional and Proper Use of Law Enforcement Authority
- Cultural Competency (including implicit bias and racial and ethnic sensitivity)
- Human Rights
- First Responder Procedural Justice (including impartiality, reasonable use of force, de-escalation training, crisis intervention team training, verbal and non-verbal communication, bias awareness, language and cultural responsiveness); and,
- Mental Health Awareness (including de-escalation training)

New officer certification through the Law Enforcement Basic Academy is a curriculum of 580 hours which includes training in de-escalation, communication in the police environment, control and arrest tactics, procedural justice and mental illness behavior.

The Glen Ellyn Police Department also has 12 police officers that are Crisis Intervention Certified (40 hours of training) and all members of the Department receive annual training in Mental Health First Aid.

In April 2018, the entire Department received a 4 hour block of training which included representatives from the following organizations: World Relief, PADS, Bridge Communities and the Philip J. Rock Center.

In addition to the above, Glen Ellyn Police Officers are held accountable to our standards and values through a series of systems, including:

- Our 18 month probationary period which is further explained later in this document.
- In-car cameras and audio recording worn by the officers.
- Training standards explained in greater detail throughout this document.
- Supervisory documents completed daily.
- Annual performance review by all supervisors that are related to pay increases.
- A bonus program for exemplary annual performance.

2. Are the police officers in Glen Ellyn forbidden from using carotid restraints (chokeholds, strangleholds, etc.) and hog-tying methods? Furthermore, are they forbidden from transporting civilians in uncomfortable positions, such as face down in a vehicle?

The Illinois Criminal Code (720 ILCS 5-7-5.5) details prohibited use of force by peace officers. A “chokehold,” meaning the application of direct pressure to the throat, windpipe, or airway of another with the intent to reduce or prevent the intake of air, is unlawful under the Illinois Criminal Code when used by a law enforcement officer in

any situation where deadly force is not justified. It is therefore unlawful for a Glen Ellyn Police officer to use a chokehold where deadly force is not justified.

It is the policy of the Glen Ellyn Police Department to handcuff arrestees behind their back unless there is a medical issue or physical limitation where it would otherwise be precluded (e.g., pregnancy, broken or missing limb). When placed in the back of a Glen Ellyn squad car, arrestees are seated in an upright position in the back seat and secured with a seat belt. The Glen Ellyn Police Department does not use prone maximal restraint methods (e.g. “hog-tying”).

3. Are the police officers in Glen Ellyn required to intervene if they witness another officer using excessive force? Will officers be reprimanded if they fail to intervene?

Glen Ellyn Police Officers do not use excessive force. According to Department Policy and training, Glen Ellyn Police Officers have a duty to intercede if they observe another officer using force that is clearly beyond that which is objectively reasonable under the circumstances. Officers using any type of force are accountable for its use. Glen Ellyn Police Officers recently received a refresher training session in this topic. In all allegations of excessive force, an internal investigation will commence by the order of the Chief of Police and where found, may result in discipline ranging from reprimand through suspension or termination.

4. Are the police officers in Glen Ellyn forbidden from shooting at moving vehicles?

Police Officers in Glen Ellyn will not discharge a firearm at or from a moving vehicle unless the use of deadly force is justified. The Illinois Criminal Code (720 ILCS 5/7-5) sets forth the parameters of a police officer’s use of force in making an arrest and including the use of deadly force.

Further, it is the policy of the Glen Ellyn Police Department that officers are prohibited from using deadly force against “fleeing felons” when the only condition for the use of force is that the individual is a “fleeing felon.”

5. Is there a clear and enforced use-of-force continuum that details what weapons and force are acceptable in a wide variety of civilian-police interactions?

A Glen Ellyn Police Officer may use only the force they reasonably believe to be necessary to effect an arrest and may use any force which they reasonably believe to be necessary to defend themselves or another from bodily harm while making an arrest

6. Are the officers in Glen Ellyn required to exhaust every other possible option before using excessive force?

Glen Ellyn Police Officers do not use excessive force. Pursuant to Glen Ellyn Policy and law, officers shall use only the force necessary to accomplish lawful objectives, not excessive force. While force may be used in certain circumstances, it shall be to accomplish lawful objectives and only to the extent reasonably necessary in light of the circumstances confronting the officer. Glen Ellyn Police Department Policy is explicit that officers using any type of force are accountable for the force that was used. The Glen Ellyn Police Department takes all use of force incidents seriously and is committed to review and evaluate all use of force incidents.

The Glen Ellyn Police Department policy states “The Department recognizes and respects the value of all human life and dignity without prejudice to anyone.” In the past ten years (2009-2019), the Glen Ellyn Police Department has not utilized lethal force involving the discharge of a weapon, accounting for more than 3,100 arrests. In the event that a weapon was discharged, our policy mandates that an investigation by the DuPage County States Attorney’s Office and/or the Illinois State Police would be initiated.

7. Are the officers in Glen Ellyn required to give a verbal warning to civilians before drawing their weapon or using excessive force?

Glen Ellyn Police Officers do not use excessive force. A Glen Ellyn Police Officer may use only the force they reasonably believe to be necessary to effect an arrest and may use any force which they reasonably believe to be necessary to defend themselves or another from bodily harm while making an arrest. Officers using any type of force are accountable for the force that was used. The Glen Ellyn Police Department takes all use of force incidents seriously and is committed to review and evaluate all use of force incidents.

8. Are the officers in Glen Ellyn required to report each time they threaten to or use force on civilians?

Yes. Policies of the Glen Ellyn Police Department provide for report and review in each instance when an officer is involved in any incident requiring the use of force beyond the routine act of handcuffing. Whenever an officer is involved in any incident beyond the routine act of handcuffing, a post event report is written and a review of the incident is conducted by supervisory staff. The Glen Ellyn Police Department takes all use of force incidents seriously and is committed to review and evaluate all use of force incidents.

9. Are the officers in Glen Ellyn thoroughly vetted to ensure that they do not have a history with abuse, racism, xenophobia, homophobia / transphobia, or discrimination?

Yes. The Glen Ellyn Board of Fire and Police Commissioners is responsible for recruiting, selecting and appointing qualified candidates for positions as Police Officer. The Police recruitment and selection process is a comprehensive and thorough process involving the following elements:

- 1. Written application with references and acquaintances**
2. Written examination
- 3. Initial Oral interview**
- 4. Polygraph examination**
- 5. Background check/investigation**
- 6. Second Oral Interview**
7. Medical examination
- 8. Psychological examination**

The portions of the officer selection process that would most directly screen for candidates with a history of abuse, discrimination or bias as referenced above are listed above in bold.

Once an officer is hired they are sent to a certified police academy for 14 weeks of intensive training, including topics that are mentioned herein. Upon their return to the Department they undergo a minimum of 16 weeks field training with a variety of experienced officers to present the most well rounded training possible. This method allows for regular meetings among the Field Training Officers and the program supervisor to discuss any training issues and have those concerns addressed.

For more than a year after completing training, Officers are in a “probationary” status where their performance is closely monitored. Should an officer not meet standards and improve documented deficiencies during this time, they can be released from employment by the Chief. Since 2003, the Department has hired 65 Police Officers. As of June, 2020, twenty-nine (45%) of those officers did not satisfactorily complete the probationary phase of employment. This is indicative of the highly selective nature and high standards set for the Glen Ellyn Police Department.

10. Are the officers in Glen Ellyn trained to perform and seek necessary medical action after using excessive force?

Glen Ellyn Police Officers do not use excessive force. It is the policy of the Glen Ellyn Police Department that if an injury is alleged or results from a police officer’s use of force, it shall be the involved officer’s responsibility to ensure that adequate medical care is made available to the injured party as soon as practicable.

Protocol for providing medical aid includes notification of the supervisor and summoning of medical assistance (paramedic) and documentation of the incident overseen by a supervisor to include photographs of injuries, interviews of witnesses and a written report. Additionally, all Glen Ellyn police officers are trained in first aid, CPR and the medical administration of Narcan.

- 11. Is there an early intervention system enforced to correct officers who use excessive force? Additionally, how many complaints does an officer have to receive before they are reprimanded? Before they are terminated? More than three complaints are unacceptable.**

Glen Ellyn Police Officers do not use excessive force. The Glen Ellyn Police Department records, reviews and evaluates every incident that involves use of force by an officer. A full accounting of all use of force incidents is forwarded to the Village Manager annually.

The Glen Ellyn Police Department takes all use of force incidents seriously and is committed to review and evaluate all use of force incidents. Therefore, there is no specific number of complaints that will warrant a predetermined level of discipline. Discipline up to and including reprimand, suspension, or termination may result from a single incident, where warranted, based upon the totality of the circumstances.

- 12. Is there a report on civilian deaths that occurred in custody as a result of use of excessive force by a police officer?**

Glen Ellyn Police Officers do not use excessive force. There have been no civilian deaths that have occurred in the custody of the Glen Ellyn Police Department resulting from any use of force by Glen Ellyn Police. In the event that a civilian death were to occur in custody, for any reason, Police Department Policy would require an investigation by the DuPage County States Attorney's Office and the Illinois Department of Corrections. In the event of an in-custody death suspected to have occurred as a result of the use of excessive force by a police officer, it is also anticipated that the Illinois Attorney General's Office as well as the United States Department of Justice would commence an investigation.

Additionally, since 2007, the Glen Ellyn Chief of Police has hosted a monthly community forum called "Coffee with the Cops". During this time, any member of the community can discuss any topic they wish. Indeed, the May, 2015 Final Report of the President's Task Force On 21st Century Policing included:

"4.5.1 Action Item: Law Enforcement agencies should schedule regular forums and meetings where all community members can interact with police and help influence policy and programs."



Village of Glen Ellyn

Resolution No. 19-04

**Resolution of the Village of Glen Ellyn Board of Trustees
Reaffirming Its Support for a Community Free of Racism,
Hatred and Bigotry in All Forms.**

WHEREAS, the United States of America is a civilized nation that in its Declaration of Independence declares that all people are created equal; and

WHEREAS, the Village of Glen Ellyn strives to be an inclusive community that champions diversity, embraces its immigrant communities, respects sexual and gender identity, makes room for all faiths, pursues equity, and rejects hatred, violence, and terrorism; and

WHEREAS, disagreements can occur respectfully without resorting to, or threatening, violence, and without defacing or destroying property;

WHEREAS, the idea that one group or individual is supreme over another is not only wrong but ethically and morally reprehensible; and

NOW THEREFORE, be it resolved by the Village of Glen Ellyn that the Village will:

SECTION 1. Denounce all forms of hate by any group or individual;

SECTION 2. Continue to exercise its fundamental freedoms, including freedom of expression, assembly, and conscience; and

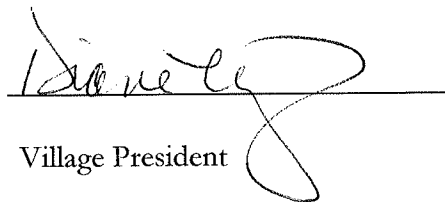
SECTION 3. Shall not be intimidated by the fear of violence by any group or individual that seeks to empower themselves over others; and

SECTION 4. Shall strive to be a community of justice and peace for all people where the dignity of every human being is respected.

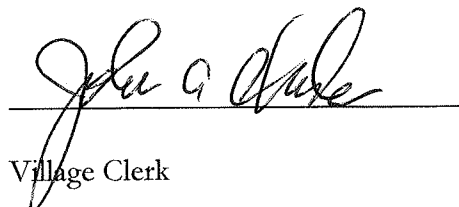
Passed by the President and Board of Trustees of the Village of Glen Ellyn, Illinois this 25 day of Feb 2019.

Ayes		Diane McGinley	☒	Pete Ladesic	☒	Mark Senak
	☒	Craig Pryde		Bill Enright	☒	Gary Fasules
	☒	John Kenwood				
Nays		Diane McGinley		Pete Ladesic		Mark Senak
		Craig Pryde		Bill Enright		Gary Fasules
		John Kenwood				
Absent		Diane McGinley		Pete Ladesic		Mark Senak
		Craig Pryde	☒	Bill Enright		Gary Fasules
		John Kenwood				

Approved by the Village President of the Village of Glen Ellyn, Illinois this 25 day of Feb 2019.


 Village President
 Diane McGinley

Attest:


 Village Clerk

AFFIX VILLAGE SEAL

(Published in pamphlet form and posted on the 26 day of Feb, 2019.)



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

Meeting: 06/15/20 07:00 PM
Department: Public Works
Department Head: Julius Hansen
Category: Discussion Item
Prepared By: Thomas Topor

SCHEDULED

AGENDA ITEM (ID # 4506)

DOC ID: 4506

Professional Engineer Daubert will update the Village Board on the Central Business District Streetscape and Utility Project and will solicit the Village Board's input on the topics of paving materials, project schedule and budget.

Introduction and Background

The intent of the discussions with the Village Board is to revisit the more critical items of the project and to obtain input and direction from the Village Board on the following items:

- Paving Materials
- Schedule
- Budget

Staff was intending to discuss these materials and present CIC's recommendations/commentary at the March 23, Village Board Workshop; however that meeting was understandably cancelled due to the onset of the COVID-19 pandemic. Attached to this memorandum is Manager's Report dated March 20, 2020 outlining the items discussed and recommendations from the March 10th CIC meeting. A subsequent meeting of the Capital Improvements Commission was held on June 9th, 2020 with seven CIC Commissioners in attendance. Input and recommendations from June 9th meeting and as well as additional input received from the CIC is included at the end of each section.

Paving Materials

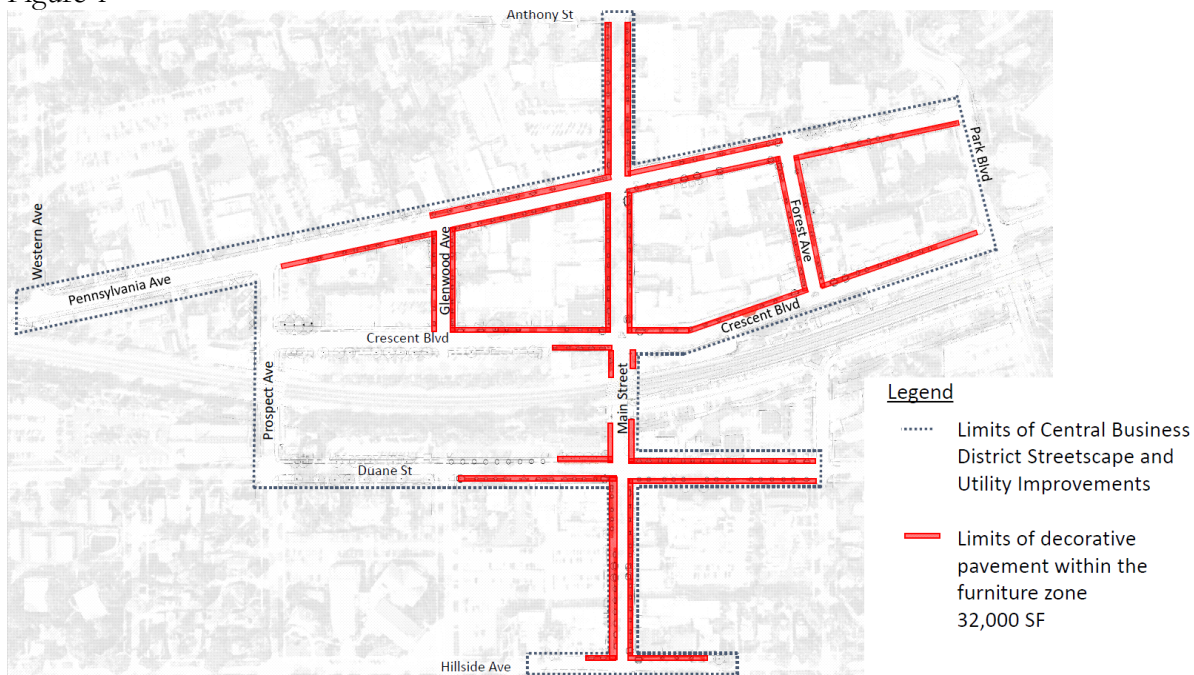
The CIC, at the March 10th meeting, discussed in detail the pros and cons of each material and as well as the budget implications and have provided recommendations to the Village Board on preferred options to be included field mockups and to be evaluated and voted on the Glen Ellyn community. The preferred options selected by the CIC, to be mocked up, were as follows:

- **Fired Clay Brick Option A:** This option includes a 4" x 12" Herringbone Field blend of Antique, Dark Antique, Mulberry, Sunset, and Charcoal bricks surrounded by 4" x 8" Charcoal soldier course border. This option was paired with Mesabi Black Textured finish granite tree planter curbs or cast-in-place concrete tree planter curbs.
- **Fired Clay Brick Option C:** This option includes a 4" x 8" running Bond Field blend of Cinnamon, Tangerine and Mahogany, 4" x 4" Mulberry brick diamond accent, 8" x 8" Mahogany brick perimeter border, and 12" x 12" centerpiece Carnelian Antique D100 finish granite inserts. This option was paired with Carnelian Antique Thermal finish granite tree planter curbs or cast-in-place concrete tree planter curbs.
- **Exposed Aggregate Concrete:** A couple of options were carried forward which include

Spruce Green and Red Flint aggregate as decorative aggregate components of the concrete. Included plan views show the option of Spruce Green with samples of both materials available on display at the Civic Center. This option was paired with Mesabi Black Split Faced finish granite tree planter curbs and cast-in-place concrete tree planter curbs.

An important item to consider are the limits of decorative treatment in the CBD. The Figure 1 below shows the current plan for use of decorative treatment. In light of recent budgetary constraints associated with COVID-19, staff feels that a review of this plan may be necessary as it has been identified as a potential area of cost savings.

Figure 1



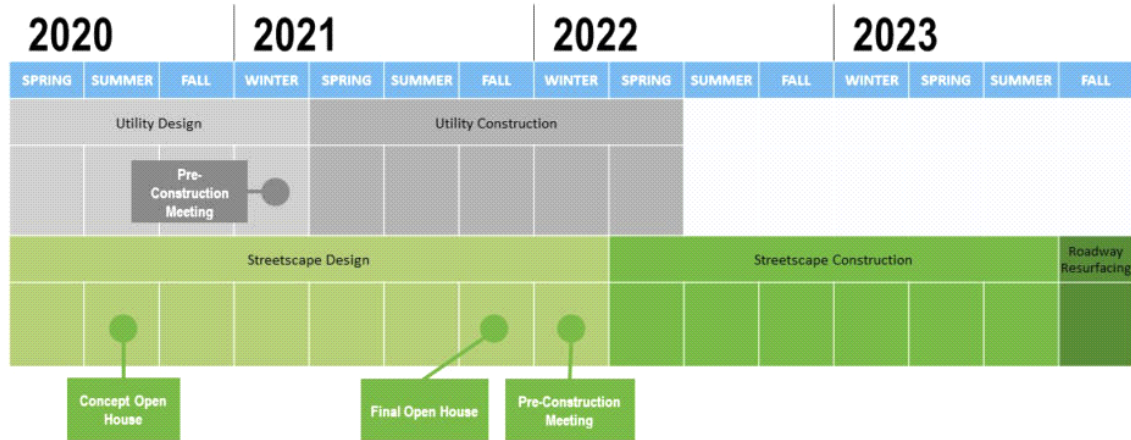
Additional CIC Input and Recommendations

Members of the CIC felt strongly that inclusion of decorative paving materials is essential to the overall aesthetic value of the project and that these options should be carried forward into the next step of the selection process. A couple of potential deviations from these recommendations include taking a look at an additional style of paving patterns (basket weave pattern) as one of the option as well as potential use of pre-fabricated granite curbs as an alternative to custom granite planters.

Project Schedule

Prior to COVID-19, the overall construction schedule for the project listed Underground Utility construction taking place in 2021-2022 and Roadway and Streetscape portion slated for 2022-2023, as outlined on Figure 2 - Proposed Project Timeline below.

Figure 2
Proposed project timeline



As part of the review of the 10-Year Capital Plan prepared in response to the COVID-19 epidemic, staff has suggested that the start of construction of the project could be postponed. The benefits of this approach are that it would put less strain on the Capital Projects Fund and allow downtown businesses to recover after the restrictions put in place by the State this spring. Another potential benefit is not coinciding with the Frida Kahlo exhibit planned to be held at the College of DuPage in the summer of 2021. The drawbacks are that the downtown roadway and sidewalk infrastructure is aging and requires ongoing maintenance to keep it in a usable condition while many ADA deficiencies persist.

Important factors that have a bearing on the project schedule are current and planned major development projects in the CBD. The first one being the Civic Center Public Garage. Currently in initial stages of construction, this project is set to be completed in spring of 2021. Construction of a public parking garage will allow for customer parking for businesses on the south side and therefore more flexibility in reductions in parking spaces due to construction.

The exact schedule for the APEX 400 development has not been set due to ongoing litigation; however, construction could commence this year if that passes in short time. This project will involve significant underground improvements associated with the new building as well as roadway and sidewalk improvements. Staff feels that it may be advantageous to complete Village's underground and streetscape improvements in concert with APEX 400. This work could also be combined with improvements on Duane Street from Prospect to Main. To allow for free access to the Civic Center Garage, the section of Duane Street could be constructed immediately after the completion previously mentioned sections or as part of a different phase of the project.

Additionally, staff and the consultant team is working on a plan to fast-track the design of the utility and streetscape improvements on the south side of Pennsylvania Avenue, immediately east of Main Street (along A Toda Madre's restaurant). This would include constructing the necessary

underground infrastructure, roadway improvements, and expanded sidewalks. This would allow for A Toda Madre restaurant to construct a permanent outdoor seating planned to be constructed prior to 2021 spring/summer season. Additionally, this would serve as another mockup site to try out the decorative paving materials being contemplated for the streetscape project.

Additional CIC Input and Recommendations

Current options for project schedule were discussed by the members of the CIC at the June 9th CIC meeting with following recommendations by the CIC:

- Members of the CIC unanimously supported the plan of starting the project in as originally planned in 2021 and capitalizing on additional parking availability to be created by the Civic Center Public Garage and potential efficiencies afforded by unifying the Village's underground and streetscape improvements with the APAX 400 development project.

Staff respectfully requests that the Village Board review the aforementioned project schedule options and provide input on preferred schedule scenario.

Budget

As part of the March 10th, 2020 CIC paving materials discussions and subsequent Manger's Report to the Village Board, an updated budget has been presented and is included below.

<u>Construction Costs</u>	Estimate
Roadway and Sidewalk Work	\$7.4M
Upgrade Sidewalk and Crosswalk Areas	\$1.2M
Street Lighting Repairs and Installations - Conduit/Wiring Replacement, Urban Ceiling Lighting, Temporary Lighting	\$2.2M
Site Furnishings - Benches, Bike Racks, Trash Receptacles, <u>Parklets</u> , Etc.	\$1.3M
Landscaping - Trees, Shrubs, Perennials, Seat Walls, Planters, Suspended Pavement, Irrigation, Etc.	\$3.0M
Underground Utilities - Water, Sanitary Sewer, Storm Sewer, Temporary Restoration	\$7.7M
Total Construction Cost	\$22.8M
<u>Other Costs</u>	
Phase II Engineering	\$1.4M
Phase III Engineering (est. as 11% of Construction Cost)	\$2.5M
CURRENT TOTAL COST ESTIMATE	\$26.7M

In the context of COVID-19, staff has been asked to review the project budget and trim the overall budget by approximately \$2 million. Staff looks to accomplish that by a combination of grants associated with the Train Station project and reductions in the scope of some of the streetscape components of the project. One strategy is to delay portions of the Crescent Blvd improvements and implement them with the Train Station project. Attached to this agenda item is the 10 year Capital Improvement Plan which was reviewed with the Village Board in May. This included the \$2 million reduction noted.

Another area of potential cost savings is the elimination of the downtown parklets currently included in the budget of the project. This would trim approximately of \$660,000 from the cost of the overall improvements. Other areas of potential cost reduction includes various streetscape components of the project including ornateness of decorative pavement, extent of the use of decorative pavement in various areas in the CBD, number of trees, number of soil cells, number of raised seatwalls, and various street furniture used.

Basic roadway and sidewalk improvements costs are unlikely to change as well as the scope of the utility portion of the project, which is largely driven by the recently completed Underground Utility

Study and budgeted for in the Sewer and Water Fund. Staff hopes to continue the discussion with the Village Board on ways to dial back the design in an effort to reduce project costs.

Additional CIC Input and Recommendations

The CIC has carefully reviewed the potential options at the June 9th CIC meeting and has provided the following recommendations:

- CIC recommended postponement of the Crescent Boulevard Improvements and inclusion of that section of the project with the Train Station Project. Potential cost saving of \$500,000.
- CIC recommended inclusion of decorative paving materials as essential to the overall aesthetic value of the project. Members of the CIC expressed a strong preference of retaining the clay fired brick options, with one of the of the CIC members opting for lower cost materials, such as stamped color concrete and exposed aggregate concrete, as an alternative reduced cost option.
- CIC expressed interest in either delaying a certain section of the project or potentially reducing the limits of decorative treatments as a way of reducing immediate project costs but not sacrificing any of the aesthetes pavement elements currently included in the project.
- CIC agreed that elimination of the downtown parklets from the current scope of the project would be a viable cost savings measure. One of the CIC members suggested that the parklets be kept on a back burner and brought back if the conditions become more favorable in the future. Potential cost saving of \$660,000.
- CIC recognized that there are potential significant cost savings in taking a look at the type and ornateness of tree planters. The CIC was interested in reviewing the plans in more detail. This should be reviewed further, but includes potential reduction in use of granite, decorative railing, and seatwalls which could potentially yield up to \$500,000 in cost savings. Investing in soil cells for the trees was one item that CIC, as well as the participating guests, deemed important.

Action Requested by the Village Board

Staff would like to use the Workshop Meeting to solicit input and direction on paving materials recommendations, budget, and schedule in the context of COVID-19 implications.

Additionally, with recent spotlight on outdoor dining needs in the downtown, staff would like to briefly revisit the previous recommendations from the Village Board on parking configuration in the downtown with focus on potential ways of improving the existing plan.

To put the entirety of previous discussions into context, staff has attached the meeting minutes from the CIC's March Meeting as well as the Memorandum provided to the Village Board via Manager's report following the CIC's March Meeting.

Attachments

Agenda Item (ID # 4506)

Meeting of June 15, 2020

March 10, 2020 Capital Improvements Commission Meeting Minutes

March 20, 2020 Memo to Mark Franz for Manager's Report to Village Board

ATTACHMENTS:

- March 10 2020 Capital Improvements Commission Meeting Minutes (PDF)
- March 20 2020 Managers Report Memo on Paving Materials and Streetscape Elements w Attachments (PDF)
- 10 Year CIP Updated 5-11-2020 for COVID-19 Analysis (PDF)

Village of Glen Ellyn



Minutes
 Village of Glen Ellyn
 Capital Improvements
 Regular Meeting
 March 10, 2020
 7:00 PM
 Glen Ellyn Civic Center, Room 301

Board or Commission: Capital Improvement
Meeting: Regular
Quorum: Yes

Date: March 10, 2020
Called to Order: 7:01 p.m.
Adjourned: 9:47 p.m.

MEMBER ATTENDANCE:

Michael T. Lane	Chairman	Present
Joel Baldin	Commissioner	Present
Adam B. Biggam	Commissioner	Absent
Joshua J. Cattero	Commissioner	Absent
Arthur F. Foerster	Commissioner	Absent
Michael M. Lindquist	Commissioner	Present
Steve Neurauder	Commissioner	Present
Steve Szymanski	Commissioner	Present
Rocco J. Zuccherro	Commissioner	Absent
Richard Daubert	Professional Engineer/Staff Liaison	Present
Steve Thompson	Village Trustee/Trustee Liaison	Present

Also Present:

Christina Coyle	Glen Ellyn Finance Director	
Dan Anderson	Historical Society	
Dave Buckley	Glen Ellyn Assistant Public Works Director	
Dawn Bussey	Glen Ellyn Public Library Director	
Dawn Smith	Glen Ellyn Chamber of Commerce Executive Director	
John Magill	CivilTech Engineering	
Katie Crudele	Glen Ellyn Zoning Board of Appeals	
Matthew Jones	Glen Ellyn Zoning Board of Appeals	
Mark Franz	Glen Ellyn Village Manager	
Marv Ritter	540 Duane Street, Glen Ellyn	
Michelle Covington	Glen Ellyn Zoning Board of Appeals	
Mike Folkening	CivilTech Engineering	
Kristin Kalitowski	CivilTech Engineering	
Phil Hutchinson	CivilTech Engineering	
Terri Smith-Pfeiffer	540 Duane Street, Glen Ellyn	
Tom Topor	Senior Civil Engineer	

A. CALL TO ORDER

The **March 10, 2020** meeting of the Capital Improvements Commission was called to order by Chairman Lane at **7:01 PM** at the Glen Ellyn Civic Center.

B. PUBLIC COMMENT – None**C. APPROVAL OF MINUTES FROM February 12, 2020 MEETING**

MOVE TO APPROVE MINUTES from 2/12/2020

RESULT: Unanimous

MOVER: Commissioner Lindquist

SECONDER: Commissioner Szymanski

D. CURRENT BUSINESS

1. *CBD Streetscape Paving Materials & Streetscape Elements Presentation:* Kristin Kalitowski from CivilTech outlines the meeting objectives: Tonight we will specifically covering decorative paving options, crosswalk material options, planter curb materials & railing design, and alternative options for planter curbs. To recap: *Materials Decision Making Process:* The technical advisory committee selects 3 material options so that Public Works can install the samples. Once the sample installations are completed we will have a *Materials Outreach Strategy*. This strategy will be led by Muse and will capture public feedback through website voting, in-person meetings, social media, and newsletters. *Material Selection Process:* To date we have done an exposed aggregate evaluation. We have revisited the 2013 Concept Plan. We have considered historic features and have revisited the use of pavers. Tonight we want to narrow down our material options and get the input from the CIC so that we can move forward on sample installation, public outreach and ultimately a final material decision.

John from Civiltech presents the History of GE Streetscape Design: We consulted with Liz Paterson on the history of Glen Ellyn. We wanted to establish of sense of place and a vibe of Glen Ellyn. We pulled out elements from Hotel GE, McChesney, Glenbard West High School and the Civic Center. The elements that were pulled from these locations were limestone, red brick, and patterned brickwork. We also looked at precedent streetscapes (what other communities are doing).

Phil Hutchinson from Civiltech presents the Streetscape Design Elements: We looked at a number of materials for the decorative pavement:

1. Standard Concrete - low cost, easy to install, unobtrusive aesthetically, not decorative or inspiring.

2. Stamped Concrete – can mimic the look of brick, low cost, limited to one color, for future repairs it can be hard to match the color, susceptible to damage, textures hold water and can freeze, minimal benefit to cost
3. Exposed Aggregate: textures and colors are highly customizable, low cost relative to brick pavers \$14/sf, color and texture hard to recreate for future repairs, requires highly skilled labor, can crack, more susceptible to damage from salt and ice, not a historic material.
4. Fire Clay Brick Pavers: historic material, classic look, durable, does not fade, can be simple or complicated patterns aesthetically, high cost \$24/sf, limited sizes and shapes. Maintenance: does not need to be sealed, power wash, spot repairs, joint sand replacement, service life span lasts for generations, must use rubber tipped snow plows or brushes.

Commissioner Neurauter asks if we would secure extra pavers for future repairs. Hutchinson replies yes, it is called attic stock and we would build that into the cost of the materials.

Engineer Daubert asks if efflorescence is a problem with pavers. Hutchinson replies it does occur but the pavers can be cleaned of it; we haven't seen it as a problem, but will ask the manufacturer.

Hutchinson presents the finishes on the Fire Clay Brick Pavers. There are 2 options beveled edge and tumbled edge. The tumbled edge is a straight cut paver and it is put in a machine to tumble and rough it up a bit.

Hutchinson presents design options and shows each mockup perspective with varying materials (see attached presentation). Stamped concrete, exposed aggregate, Fire Clay Brick Option A herringbone pattern (4"x12"), Fire Clay Brick Option B – closer to 2013 plan herringbone pattern (4"x8"), Fire Clay Brick Option C – running bond field with 4"x8" diamond accent. We can engrave the 12" square pavers with info for historical landmarks.

Hutchinson presents the decorative sidewalk costs: Plain concrete: \$224K, Stamped Concrete: \$480K, Exposed Aggregate: \$448K, and Fire Clay Pavers: \$768K. Engineer Daubert adds we are also looking closer at lifecycle costs, once we have those we will bring it to the CIC. Also if costs become an issue we can dial back in other areas of the project (ie, planters, decorative curbing, furniture etc.). Hutchinson adds with respect to lifecycle, depending on weather, exposed aggregate should last about 20 years and Fire clay brick lasts about 40 years. So depending on what you choose you could incur more costs on the backend. Commissioner Baldin adds as part of the analysis we should consider the salvage value of pavers as they can likely last beyond 40 years. Baldin adds that we should also consider the use of an aggregate base under pavers in lieu of concrete. Concrete is preferential but adds significant cost and an aggregate base may still suffice.

Chairman Lane asks how many square feet of decorative materials are we considering. Kalitowski replies 32,000 sf.

Hutchinson adds historical plaques are an opportunity to add and incorporate in

any of the designs. The CIC likes the idea of historic plaques.

Hutchinson presents Crosswalk Decorative Material Options (see attached presentation) Concrete – \$11/sf long service life (\$165K), Stamped asphalt (5yr lifespan)- \$20/sf (\$300K), MMA (10-20yr lifespan) - \$34/sf (\$510K), Fire Clay (30+yr lifespan) - \$38/sf.(\$570K). Total square footage for crosswalk 15,000.

Mark Franz – Village Manager asks in terms of decorative crosswalks, what about doing the 6 prime crosswalks on Main Street and in key areas only. Commissioner Lindquist adds then we aren't treating the whole downtown as part of the project. Matthew Jones adds if you want to expand your tax base then you need to expand your downtown and consider use of decorative treatments throughout the downtown. The CIC saw value in both perspectives with continued analysis and discussion needed with the Village Board.

Civiltech presents the Planter Curb and Railing Designs (see attached presentation). Planter Curb material options: Granite & Cast in place concrete. Granite: Durable, classic, elegant aesthetic that communicates a feeling of permanence, low maintenance, expensive material - \$70/LF for a 6" curb. Concrete - Low cost - \$25/LF for a 6" curb, simple & functional, low maintenance, cracking can be hard to control, minimal aesthetic value, quality is dependent on installer's experience.

Commissioner Baldin adds something to think about if using granite; you should consider using standard size pieces when constructing the planters. It will be more cost effective than custom cut pieces. Alternative use of exposed aggregate curbs such as those utilized in Wheaton could also be considered.

Civiltech presents the 3 concepts for the Raised Seat Wall Planters (see attached presentation). Concept A - Window forms inspired by the Hotel Glen Ellyn, Concept B - Corner details inspired by the Civic Center, Concept C - Medallion details inspired the Civic Center. All options will be comfortable to sit on and very durable.

Civiltech asks if there are any questions or comments.

Chairman Lane states we should choose a planter design that gives the best opportunity for trees to thrive.

Commissioner Neurauter adds we should consider having uniformity within the entire downtown area.

Upon completion of the presentation, Kristen Kalitowski asks the CIC which material option they prefer. The CIC likes the Fire Clay Brick Paver Option A. Commissioner Baldin adds that Option C is creative but may be too busy. The pattern could also be interrupted by streetscape elements. Baldin suggests the design team also consider a basketweave pattern. The CIC asks the public for their comment. The public likes the Fire Clay Paver material.

Katie Crudele, (Zoning Board of Appeals) – likes the good, better, best option approach. If you had to cut costs, exposed aggregate would be a better option than plain concrete.

Commissioner Neurauter motions for a recommendation to mock up Fire Clay Brick Paver Options A & B, and Exposed Aggregate material. Commissioner Szymanski seconds the motion.

MOVE TO RECOMMEND MOCKUPS OF FIRECLAY BRICK PAVER OPTIONS A & B AND EXPOSED AGGREGATE MATERIAL

RESULT: Unanimous

MOVER: Commissioner Neurauter

SECONDER: Commissioner Szymanski

Chairman Lane adds Main Street needs to be done right. If costs need to be cut, don't cut Main Street.

Commissioner Szymanski adds we are giving you a license to prioritize Main Street and scale back on other areas if need be as well as framing the downtown. You will have a family of items to use throughout the downtown area.

Civiltech presents Historic Plaques. These plaques will fit into any design and it will set the downtown apart from others. The CIC likes incorporating historic plaques into the plan.

Commissioner Baldin asks about Place making items and gateways. Hutchinson reports that the 2013 plan included ideas of this for GE brand identity. These are items that would be considered instagrammable. Items such as fire features, festoon lighting that creates a ceiling and nice ambiance as well as flex street concepts. Flex street concepts are where the sidewalk and street are at the same level. It gives more pedestrian space. They have a curbless design and are great for special events and closing off streets.

Commissioner Baldin adds flex streets will be more money but would be worth studying. Engineer Daubert states we will look into but notes that Main Street, where the design may be contemplated, is a Federal Aid Route and that the design will require IDOT approval. One of the concerns will be associated with safety and the use of angled parking with the curbless design may not be acceptable. Civiltech adds we love the flex street concept but it is very expensive to do.

Mark Franz – Village Manager, adds we've had meetings about needing a spot for event space. We have a business community that does not necessarily want to close off streets. Perhaps we can do this at a different location in Glen Ellyn.

The CIC thanks Civiltech for tonight's presentation.

E. TRUSTEE'S REPORT – Trustee Thompson reports the parking garage design has been passed by the Village Board.

F. OTHER BUSINESS – None

G. PUBLIC WORKS REPORT – No report.

H. PROJECT REPORT – See attached report.

I. Adjournment & Next Meeting – Commissioner Szymanski motions and Commissioner Neurauter seconds to adjourn the meeting. The meeting was adjourned at 9:47 p.m.

The next CIC meeting is scheduled for April 14, 2020 at 7:00 p.m.

Submitted by Elisa Pollina, Recording Secretary

Reviewed by Richard Daubert, Professional Engineer



MEMORANDUM

TO: Mark Franz, Village Manager

FROM: Rich Daubert, Professional Engineer
Tom Topor, Senior Civil Engineer

DATE: March 20, 2020

RE: CBD Streetscape and Utility Improvements
Sidewalk Paving Material Options and Miscellaneous Streetscape Elements

Introduction and Background

Staff wishes to provide this memorandum to the Village Board in the March 20, 2020 Manager's Report. Staff was intending to present on this memorandum at the March 23, Village Board Workshop; however that has been understandably been cancelled due to the ongoing COVID-19 pandemic. Initial review and input by the Village Board would be well received by the design team in advance of the next formal Village Board discussion on the project.

The sidewalk and crosswalk paving materials were initially reviewed during the first design phase of the CBD Streetscape and Utility Improvements Project. At that time, plain concrete, brick pavers, colored stamped concrete, and exposed aggregate concrete were considered and initially assessed. In terms of general design, the initial preference by the Village Board was that plain concrete would be used in most sidewalk areas with a decorative paving material desired for the "furniture zone" or the area of the sidewalk between the normal walking path and the back of the roadway curb.

Due to concerns with potential settling of brick pavers and maintenance requirements of stamped colored concrete, exposed aggregate concrete was selected for further consideration. Exposed aggregate concrete samples were furnished in anticipation of field mockups to be completed in Fall of 2019. The construction contract for the mockups was approved in fall of 2019 but a lengthy procurement of specialty aggregates and early winter arrival forced postponement of the installations of mockups to 2020. At the same time, the design team was asked to continue to investigate and propose materials that would best reflect the historical nature of our downtown.

Further research into the paving materials was performed while considering the community's preferences as revealed in the 2013 Streetscape Plan and Parking Study and the January 2019 Open House survey. As a product of that review, brick pavers were reintroduced as an option of paving materials.

In depth research of history and architectural precedence of Glen Ellyn's style of building

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materials was performed, the pros and cons of paving materials were updated based on most recent experiences, and proposed brick paving construction methods were updated. Based on this information the design team has put together options of paving materials for the sidewalk furniture zone, which as previously noted was the Village Board's preferred area of decorative paving material treatments. The attached presentation provides a current overview of the background information for all paving material options.

Paving Material Options

- **Standard Concrete:** Plain concrete sidewalk in both walking and furniture zones paired with Mesabi Black Thermal finish granite tree planter curbs.
- **Stamped Colored Concrete:** Herringbone pattern imitating brick pavers in furniture zones paired with Sunset Red - Thermal finish granite tree planter curbs.
- **Exposed Aggregate Concrete:** A couple of options were carried forward which include Spruce Green and Red Flint aggregate as decorative aggregate components of the concrete. Included plan views show the option of Spruce Green with samples of both materials available on display at the Civic Center. This option is paired with Mesabi Black Split Faced finish granite tree planter curbs and cast-in-place concrete tree planter curbs.
- **Fired Clay Brick Option A:** This option includes a 4" x 12" Herringbone Field blend of Antique, Dark Antique, Mulberry, Sunset, and Charcoal bricks surrounded by 4" x 8" Charcoal soldier course border. This option is paired with Mesabi Black Textured finish granite tree planter curbs or cast-in-place concrete tree planter curbs.
- **Fired Clay Brick Option B:** This option includes a 4" x 8" Herringbone Field blend of Antique, Dark Antique, Mulberry, Sunset, and Charcoal bricks surrounded by 4" x 8" Charcoal soldier course border. This option is paired with Sunset Red Thermal finish granite tree planter curbs or cast-in-place concrete tree planter curbs.
- **Fired Clay Brick Option C:** This option includes a 4" x 8" running Bond Field blend of Cinnamon, Tangerine and Mahogany, 4" x 4" Mulberry brick diamond accent, 8" x 8" Mahogany brick perimeter border, and 12" x 12" centerpiece Carnelian Antique D100 finish granite inserts. This option is paired with Carnelian Antique Thermal finish granite tree planter curbs or cast-in-place concrete tree planter curbs.

Cost Considerations

The material and installation cost vary for each material with standard concrete being the least expensive option to fired clay brick being the most expensive installation option. Additional cost considerations include the long term maintenance of each type of treatment. Attached is a Decorative Paving in the Furniture Zone Installation and Maintenance Cost Analysis which provides installation costs of 32,000 square foot section of furniture zone materials and 40-year life cycle maintenance cost schedule. Generally, standard concrete had the lowest installation costs and maintenance costs. Stamped Concrete and Exposed Aggregate is a medium level installation cost with highest maintenance cost as they require earlier replacement to retain the aesthetics of the materials. Brick pavers has the highest installation costs but relatively modest maintenance costs.

Cost Summary based on 32,000 square foot decorative sidewalk furniture zone. Costs are in today's \$.

Standard Concrete

Installation - \$224,000

Maintenance up to 40 years - \$67,200

Total - \$291,200

Stamped Colored Concrete

Installation - \$480,000

Maintenance up to 40 years - \$1,139,200

Total - \$1,619,200

Exposed Aggregate Concrete

Installation - \$448,000

Maintenance up to 40 years - \$1,049,600

Total - \$1,497,600

Fired Clay Brick on Stone Base

Installation - \$576,000

Maintenance up to 40 years - \$229,000

Total - \$805,000

Fired Clay Brick on Concrete Base

Installation - \$768,000

Maintenance up to 40 years - \$189,000

Total - \$957,000

CIC Recommendations

The Capital Improvements Commission reviewed this information in detail as part of the March CIC Meeting. The complete meeting materials are located [here \(click here for link\)](#). The CIC discussed in detail the pros and cons of each material and as well as the budget implications and have provided recommendations to the Village Board on preferred options to be included field mockups and to be evaluated and voted on the Glen Ellyn community. The preferred decorative materials of the CIC, to be mocked up, are as follows:

- **Fired Clay Brick Option A**
- **Fired Clay Brick Option C**
- **Exposed Aggregate Concrete**

In addition, the CIC held discussions on the limits of decorative treatments in the CBD. Some CIC members were interested in using the decorative sidewalk and crosswalk treatments throughout the CBD to extend the core of the downtown and attract and retain new businesses to those areas. Alternatively, some members felt the treatments should be more focused on the core downtown areas with the periphery treatments reduced to keep costs in line. The CIC members understood the

need for a balanced approach with various levels of treatment to meet the project and budget objectives. In regards to the latter, “framing” the CBD by including gateway features at the downtown limits was identified as a potential solution to ensure a continuum of treatments downtown but reducing costs on the periphery of the CBD.

In addition, members of the CIC were interested in exploring the use of standard size and colors precast granite planters pieces as a less expensive option to custom granite planters, and the use of permeable concrete as a base material for the brick pavers.

Crosswalks Update

Currently, there are four crosswalk treatment options under consideration. They include Concrete, Stamped Asphalt, Methyl Methacrylate (MMA) on Concrete, and Fired Clay Brick Pavers on Concrete Base. All options include some pros and cons as shown in the presentation. In addition to safety component and aesthetic value; crosswalks are elements that endure the most amount of exploitation by vehicular traffic, snow plowing operation and salt; while serving as walking surfaces for pedestrians and part of the pedestrian access route. The design team is still in the process of reviewing each material and will provide an update on preferred options in the future meetings.

Cost Estimate & Budget

To facilitate discussion on the paving material options, the cost estimate was updated to include the most current design information. This cost estimate was prepared based on design team's initial approach to distribution of various decorative treatments throughout the CBD. An increase from the previous estimate includes addition of new trees and planters on the north block of Main Street (Pennsylvania to Anthony). The estimate is based on Clay Fired Brick Pavers on Concrete in the sidewalk furniture zone. The attached Overall Map Slides included with the presentation provides a high-level representation of extent and location of various decorative treatments.

The project as currently presented is tracking \$1.8M over what was programmed in the 5-year Capital Fund. While ultimately at the Village Board's discretion, with the roadway and utility improvements being more definitive needs, the primary opportunity to trim project costs, if so desired, lies in the streetscape elements. Staff hopes the next discussion with the Village Board can shed light on the desired steps forward to either continue with the current design scheme and estimated project costs, or to dial back the design in an effort to reduce project costs.

Current Project Cost Estimate

<u>Construction Costs</u>	Estimate
Roadway and Sidewalk Work	\$7.4M
Upgrade Sidewalk and Crosswalk Areas	\$1.2M
Street Lighting Repairs and Installations - Conduit/Wiring Replacement, Urban Ceiling Lighting, Temporary Lighting	\$2.2M
Site Furnishings - Benches, Bike Racks, Trash Receptacles, Parklets, Etc.	\$1.3M
Landscaping - Trees, Shrubs, Perennials, Seat Walls, Planters, Suspended Pavement, Irrigation, Etc.	\$3.0M
Underground Utilities - Water, Sanitary Sewer, Storm Sewer, Temporary Restoration	\$7.7M
Total Construction Cost	\$22.8M
<u>Other Costs</u>	
Phase II Engineering	\$1.4M
Phase III Engineering (est. as 11% of Construction Cost)	\$2.5M
CURRENT TOTAL COST ESTIMATE	\$26.7M

Overall Map Slides

Included are map slides that provide a high level description of project limits, limits of decorative treatments in the furniture zone, “standard” vs large caliper trees, locations of raised planters, limits of granite planters vs concrete planters, and locations of decorative crosswalks. It represents the design team’s leveled approach to distributing the various streetscape elements. The team hopes to have an opportunity to discuss these items with the Village Board at future workshops to balance the treatments types and extends with the project budget.

Historical Plaques

One of the design considerations is inclusion of small granite plaques in the sidewalks that would commemorate history of a particular building location or famous event that took place at that location. Attached is a letter from Dan Anderson from the Glen Ellyn Historical Society that provides more information on this concept.

Action Requested by the Village Board

Staff was intending to discuss the items in this memo with the Village Board in greater detail at a workshop meeting. Staff is looking for concurrence on preferred options of paving materials and type of tree planters to be used in the planned field mockups, as well as to check in and provide an opportunity to review other items that the design team is currently working on as part of the project. We look forward to receiving input and comments on the materials presented. No date certain has

CBD Streetscape and Utility Improvements Paving Material Options and Streetscape Elements
For Manager's Report March 20, 2020

Page 6

been identified for this discussion due to the ongoing COVID-19 pandemic, however, staff hopes the discussion can be facilitated in the coming month. Initial review and input by the Village Board would be well received by the design team in advance of the next formal Village Board discussion on the project.

Attachments

PowerPoint Presentation

Overall Map Slides

Letter from Dan Anderson

Decorative Material Cost Analysis



Civiltech Engineering, Inc.

www.civiltechinc.com



Central Business District Streetscape Improvements

Village of Glen Ellyn

March 2020



Meeting Objectives

- Material Options
- **Recommendations / Q&A**
- Decorative Pavement Options: Plans and Renderings
- Crosswalk Material Options
- **Recommendations / Q&A**

Future Meeting Objectives

- Planter Curb Materials and Railing Design
- Alternative Options to Planter Curbs
- Raised Seat Wall Concepts
- Street Furniture Options
- Placemaking Features
- Flex Street Concept and Ideas
- Large Caliper Tree Information
- Tree Soil Space – Suspended Pavement Design



Standard Concrete | Pros / Cons

Pros

- Lowest Cost Option (\$6 / SF)
- Easiest to install correctly
- Standard snowplow equipment
- Unobtrusive aesthetic
- Allows other elements to shine



Standard Concrete | Pros / Cons

Cons

- Limited options for design
- Not decorative
- Uninspiring appearance



Stamped Concrete | Pros / Cons

Pros

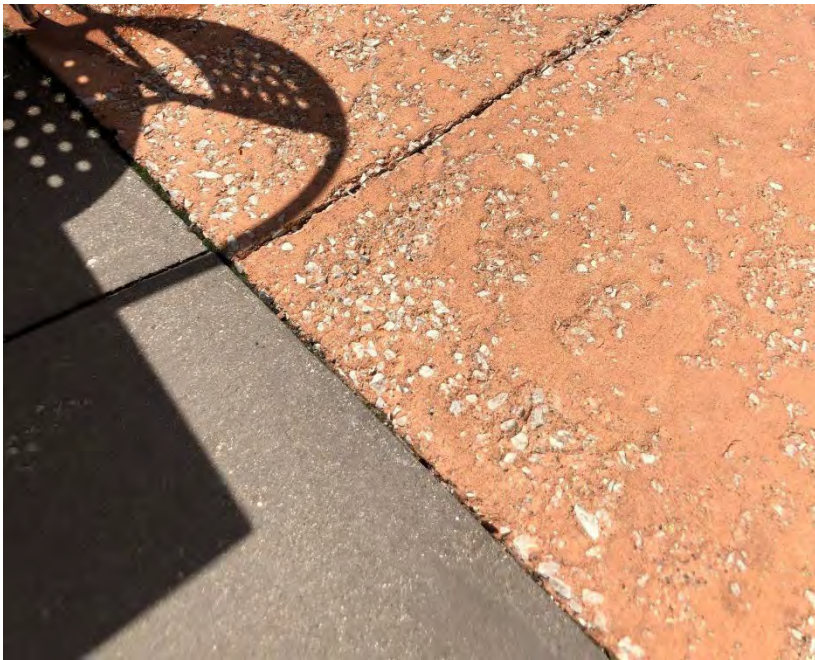
- Textures and colors are highly customizable
- Low installation cost relative to brick pavers (\$15 / SF)



Stamped Concrete | Pros / Cons

Cons

- Colors and textures are very hard to recreate for future repairs
- Requires highly skilled labor to install correctly, and only one chance to get right
- Concrete slabs will crack, so scoring pattern must become a part of the design
- Extremely susceptible to damage from salt/deicing agents – requires regular sealing
- Minimal aesthetic value and benefit compared to more historic material options
- Single color options do not look realistic



Exposed Aggregate | Pros / Cons

Pros

- Textures and colors are highly customizable
- Low installation cost relative to brick pavers (\$14 / SF)



Exposed Aggregate | Pros / Cons

Cons

- Colors and textures are very hard to recreate for future repairs
- Requires highly skilled labor to install correctly, and only one chance to get right
- Concrete slabs will crack, so scoring pattern must become a part of the design
- Extremely susceptible to damage from salt/deicing agents – requires regular sealing
- Minimal aesthetic value and benefit compared to more historic material options
- Village experienced long lead time when obtaining aggregates for Fall 2019 mock-ups



Fired Clay Brick Paving | Pros and Cons

Pros

- Historic material with rich colors and textures
- Classic look that never goes out of style
- Extremely durable and low maintenance
- Fired clay brick does not fade over time
- Pavers can be re-set after repairs

Cons

- High installation costs/skills compared to cast-in-place pavement (\$24/SF)
- Limited sizes/shapes and colors
- Robust detailing and reinforcement needed to ensure a durable and stable installation



Fired Clay Brick Paving | Patterns

- Patterns can be complex or simple
- Patterns can influence the movement of people or guide the eye



Fired Clay Brick Paving | Patterns

Brick patterns from historic Glen Ellyn historical buildings



McCallister Wallace Dept. Store
on Crescent



Civic Center

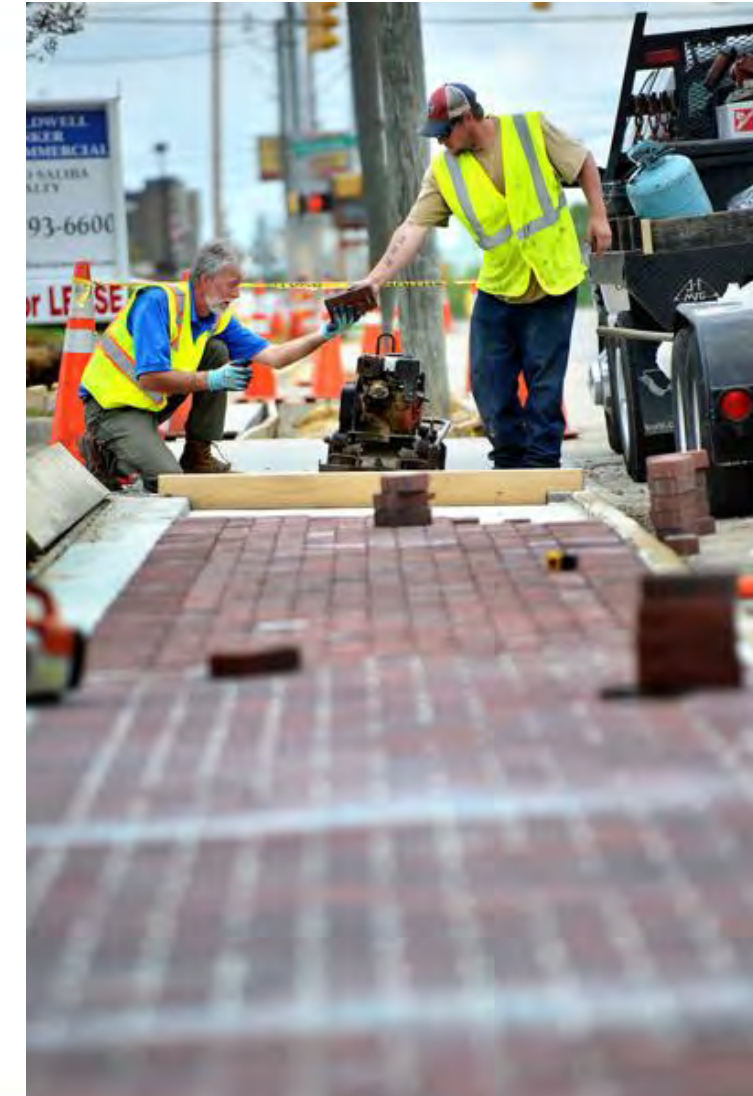
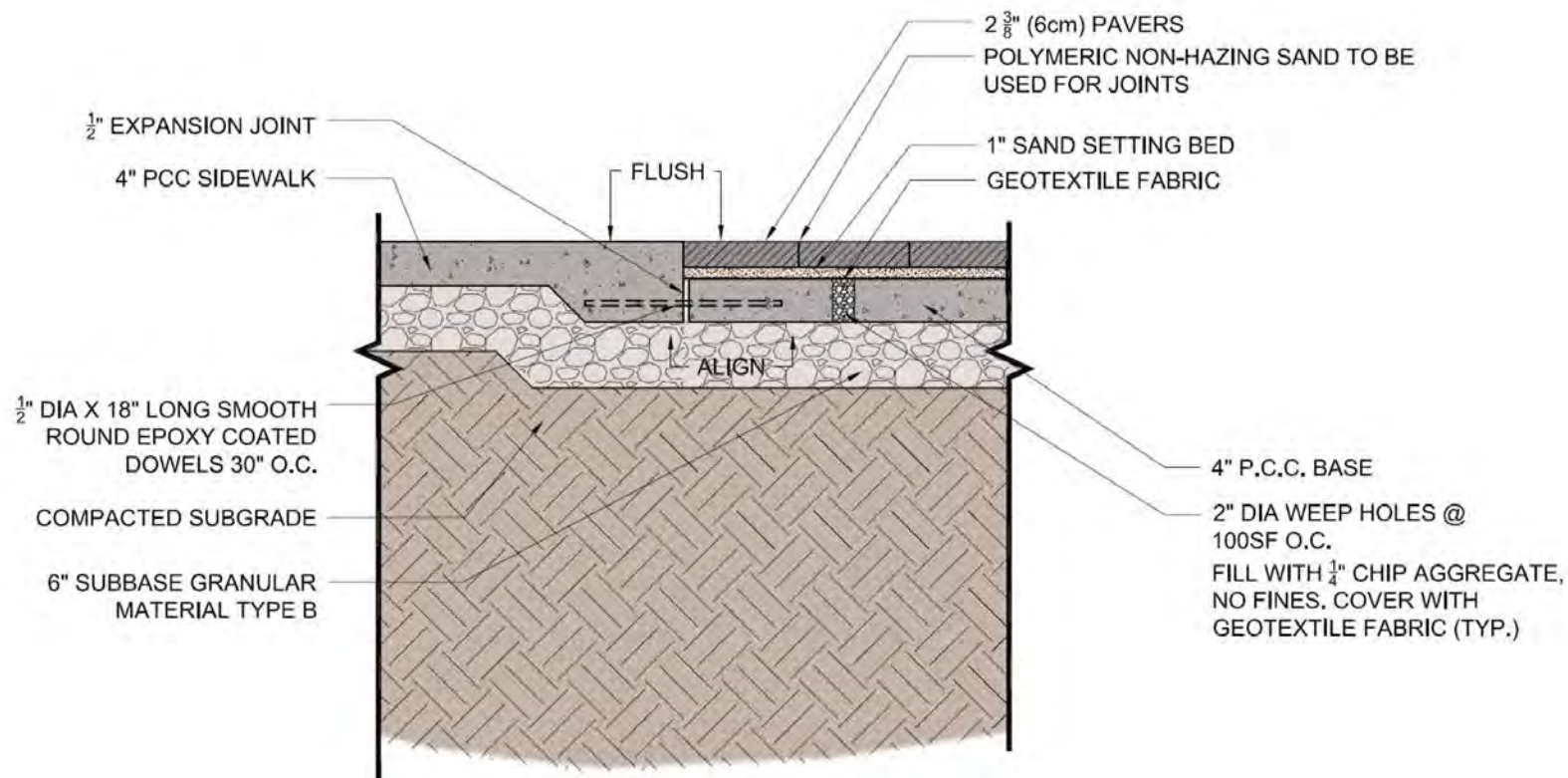


411 / 413 N. Main St.



Fired Clay Brick Paving | Construction Methods

- Concrete slab base with weep holes provides stability and drainage
- Adjacent pavements have thickened edges to accommodate dowels to prevent differential settlement
- Pavers must be surrounded by concrete to keep paver field stable



Clay Fired Brick Paving | Maintenance / Costs

- \$24 / SF construction cost (on a concrete slab)
- Will not fade
- Does not need to be sealed
- Snow removal requires rubber tipped plows or skids (for truck mounted equipment)
- Maintenance over time
 - Power washing
 - Spot repairs to cracked pavers
 - Joint sand replacement
 - Service life can last for generations



River St, Batavia during construction

Clay Fired Brick Paving | Finish



Beveled



Tumbled

Clay Fired Brick Paving | Finish



Beveled



Tumbled

CBD Streetscape Materials | Discussion

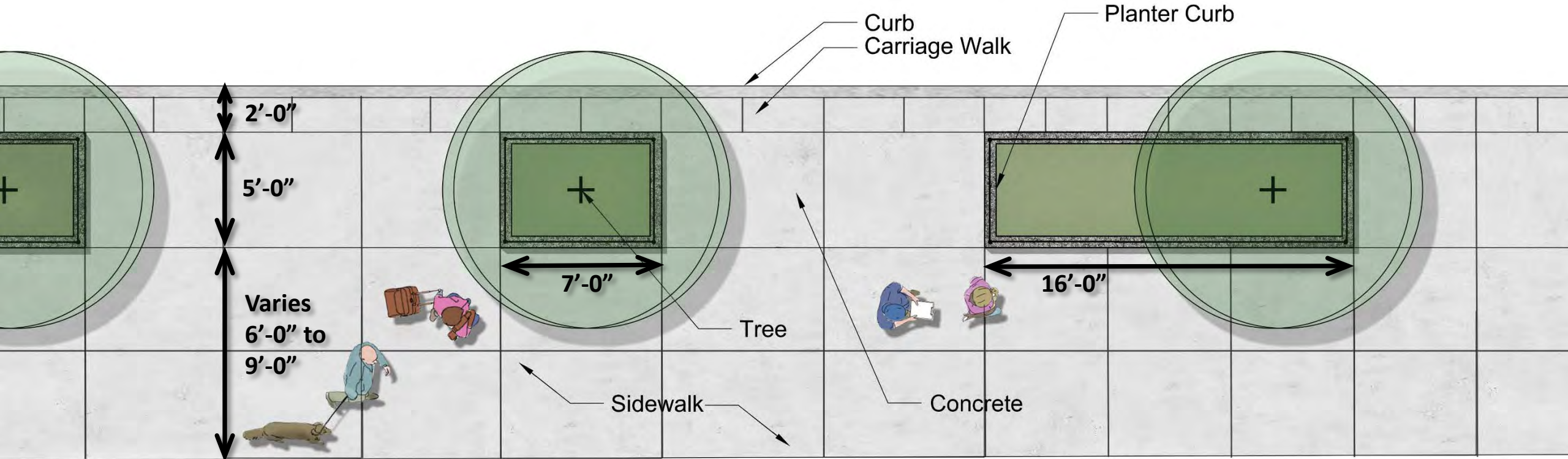
- Material Options
- **Recommendations / Q&A**
- Decorative Pavement Options: Plans and Renderings
- Crosswalk Material Options
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- Alternative Options to Planter Curbs
- **Recommendations / Q&A**

Future Meeting Objectives

- Raised Seat Wall Concepts
- Street Furniture Options
- Placemaking Features
- Flex Street Concept and Ideas
- Large Caliper Tree Information
- Tree Soil Space – Suspended Pavement Design

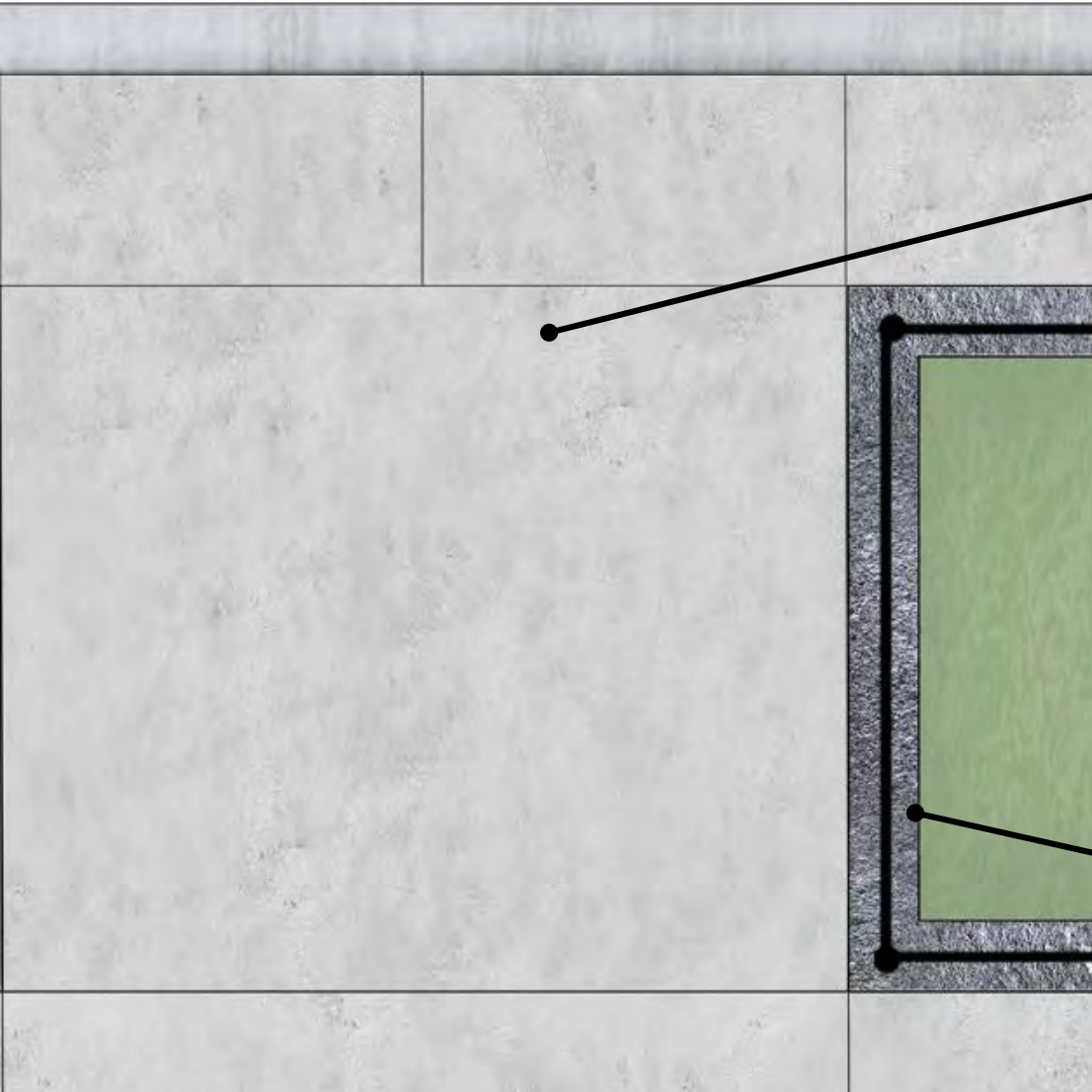


Concrete | Plan View



6" w. x 6" ht. Planter Curbs:
Mesabi Black Thermal finish granite

Concrete | Plan Enlargement



Concrete: poured-in-place Concrete



6" w. x 6" ht. Planter Curbs:
Mesabi Black Thermal finish granite

Concrete | Perspective

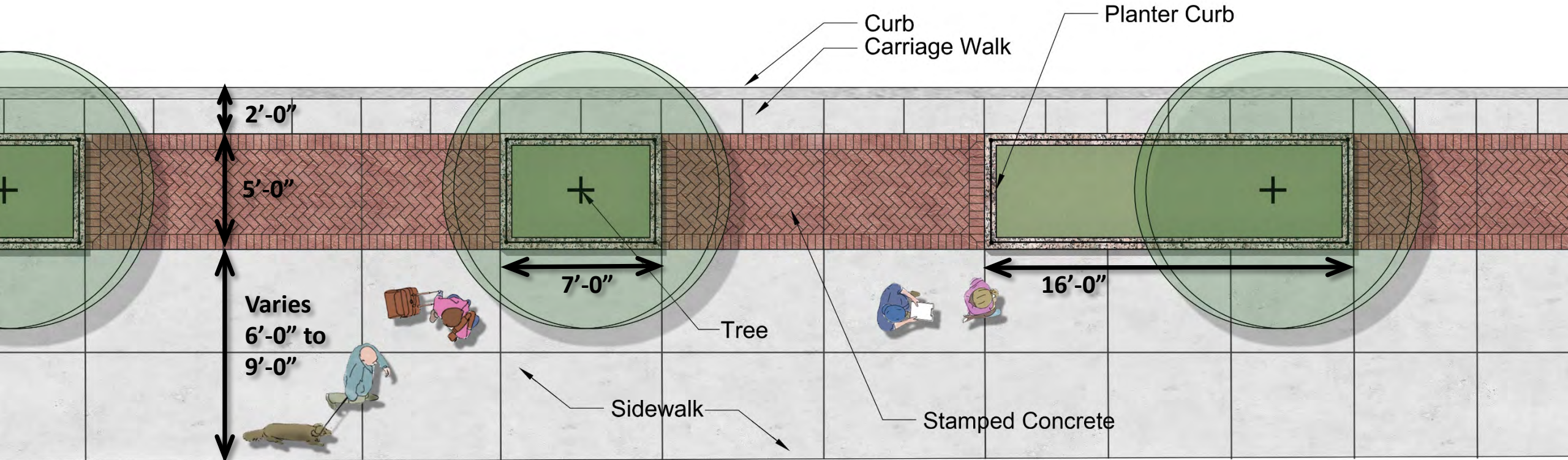


Concrete: poured-in-place Concrete



6" w. x 6" ht. Planter Curbs:
Mesabi Black Thermal finish
granite

Concrete – Stamped / Colored | Plan View

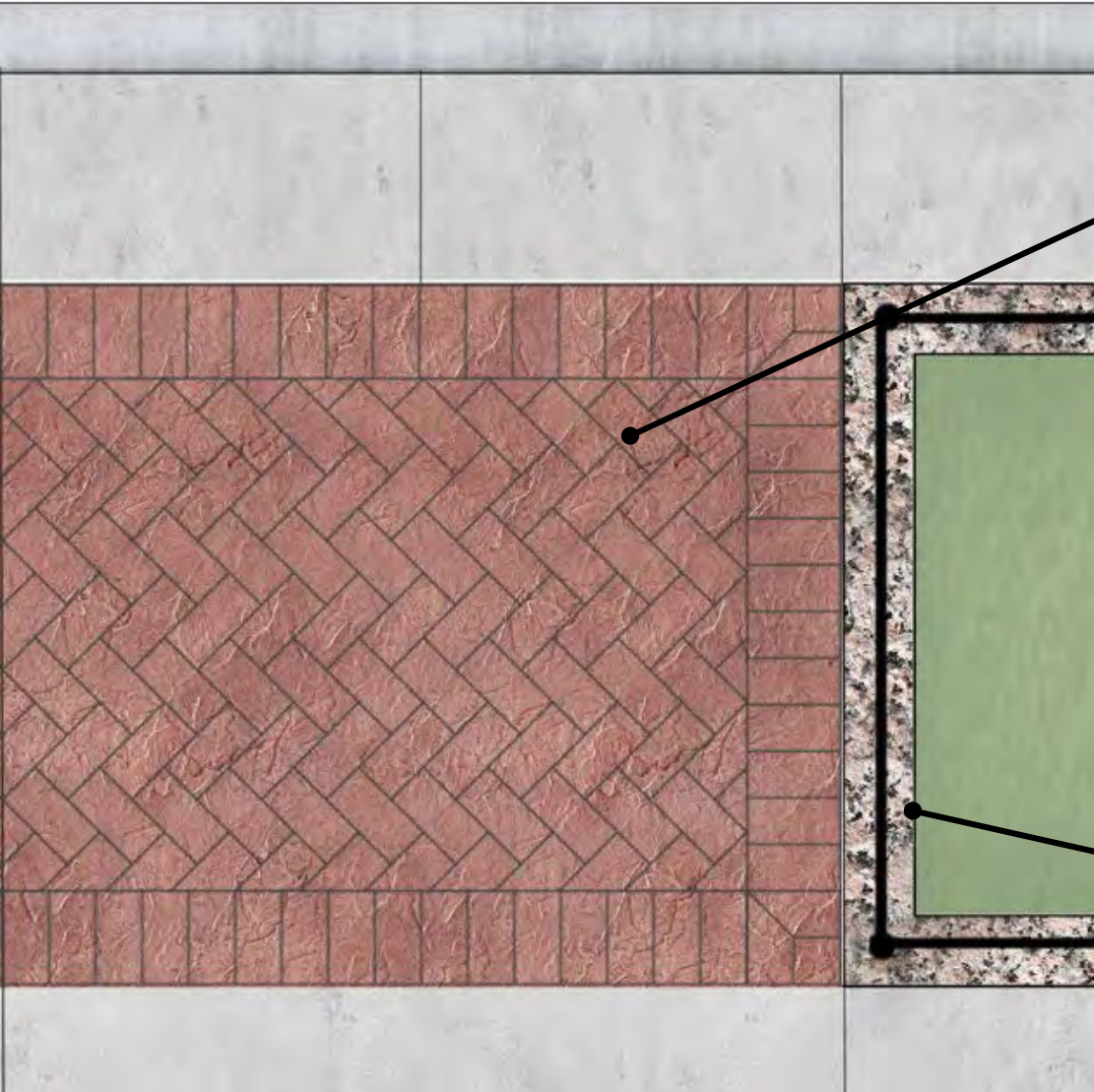


Stamped Concrete: herringbone pattern



6" w. x 6" ht. Planter Curbs:
Sunset Red Granite with Thermal Finish

Concrete – Stamped / Colored | Plan Enlargement



Stamped Concrete:
Herringbone Pattern



6" w. x 6" ht. Planter Curbs:
Sunset Red - Thermal

Concrete – Stamped / Colored | Perspective

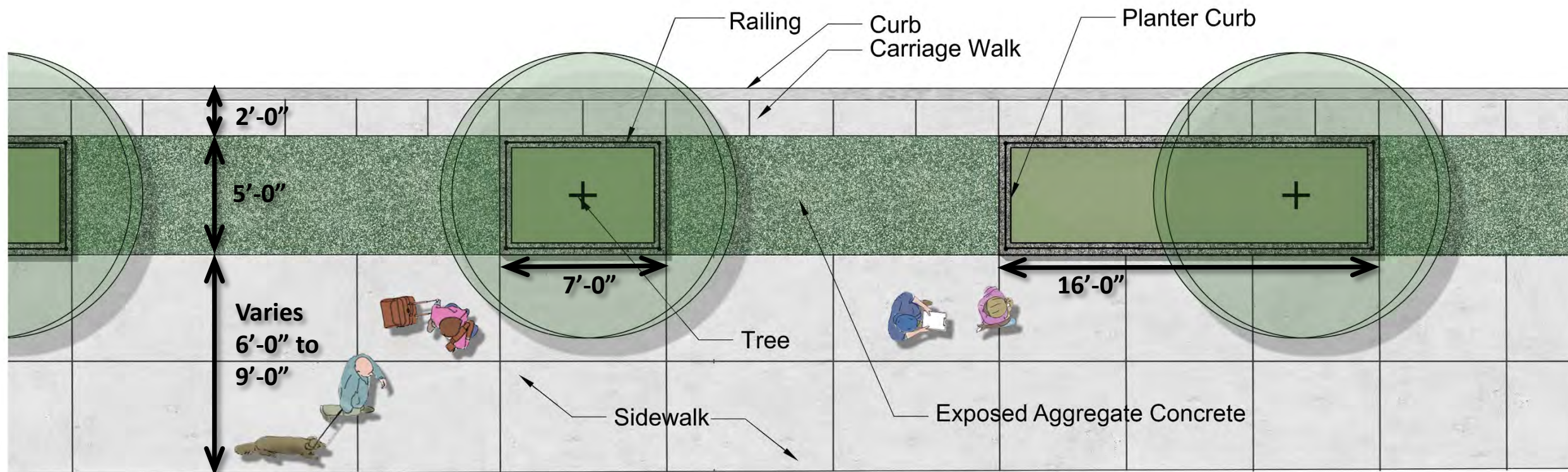


Stamped Concrete:
Herringbone Pattern



6" w. x 6" ht. Planter Curbs:
Sunset Red - Thermal

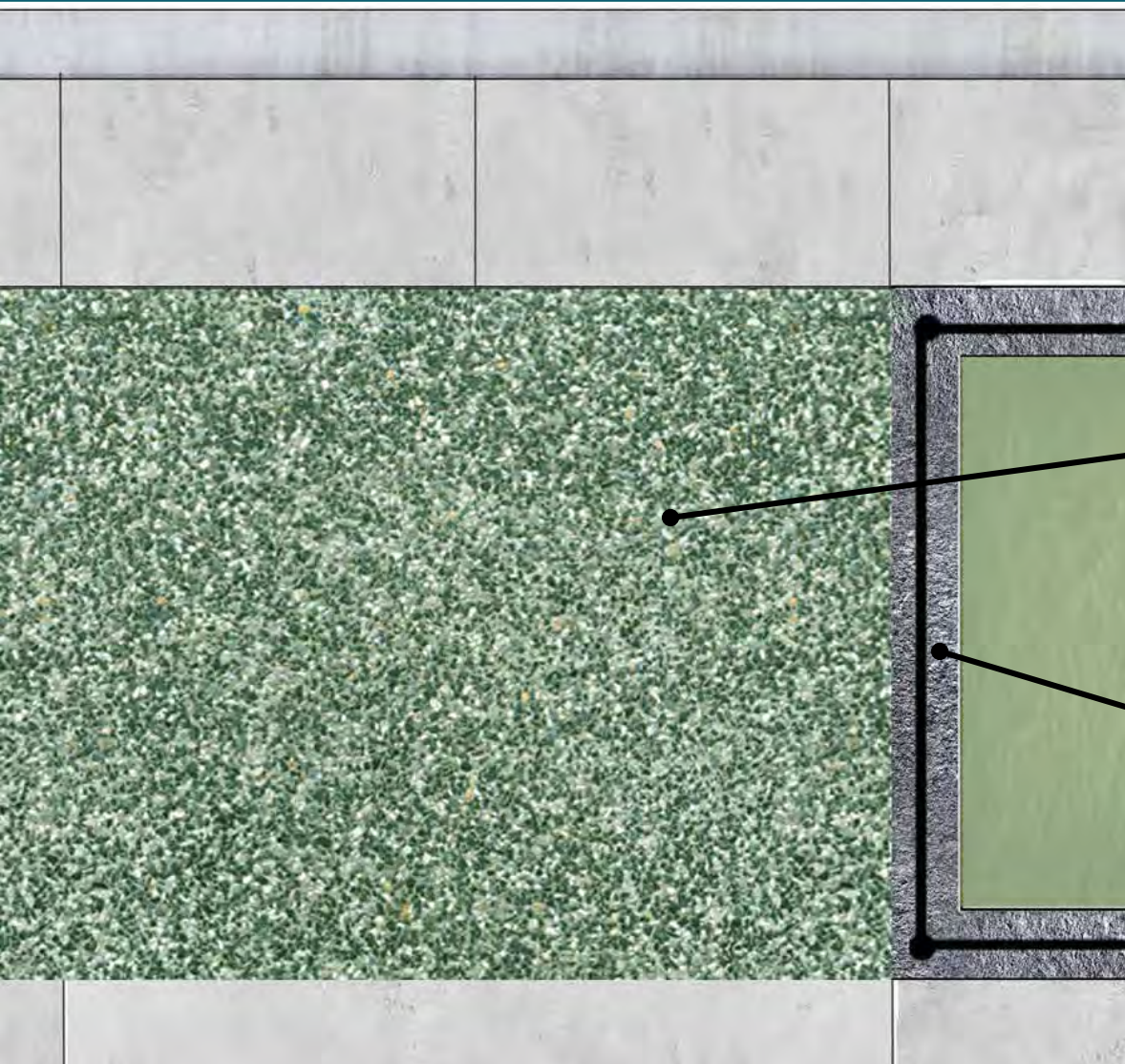
Exposed Aggregate | Plan View



Exposed Aggregate: Spruce Green

6" w. x 6" ht. Planter Curbs:
Mesabi Black Split face finish granite

Exposed Aggregate | Plan Enlargement



Exposed Aggregate: Spruce Green



6" w. x 6" ht. Planter Curbs:
Mesabi Black Split face finish granite
With Railing

Exposed Aggregate | Perspective



Exposed Aggregate:
Spruce Green

6" w. x 6" ht. Planter Curbs:
Mesabi Black split faced finish granite

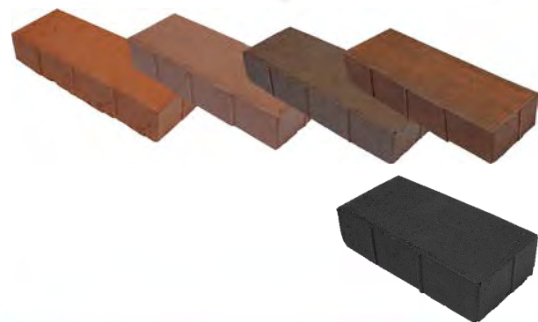
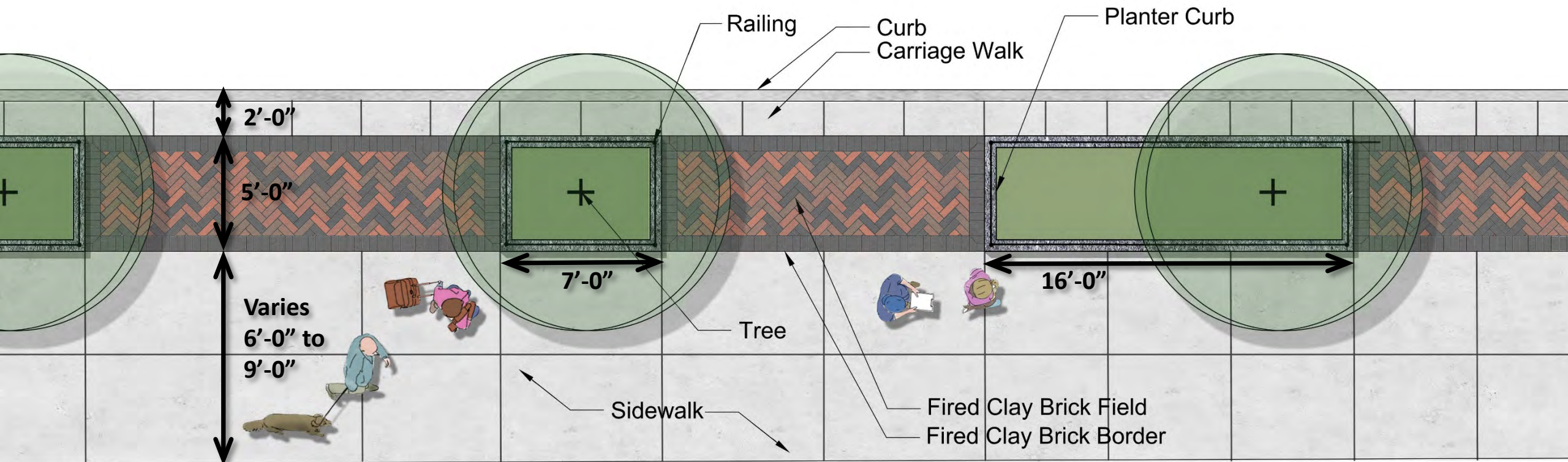
Exposed Aggregate | Perspective



Exposed Aggregate:
Spruce Green

6" w. x 6" ht. Planter Curbs:
Cast-in-place concrete

Fired Clay Brick | Option A - Plan View



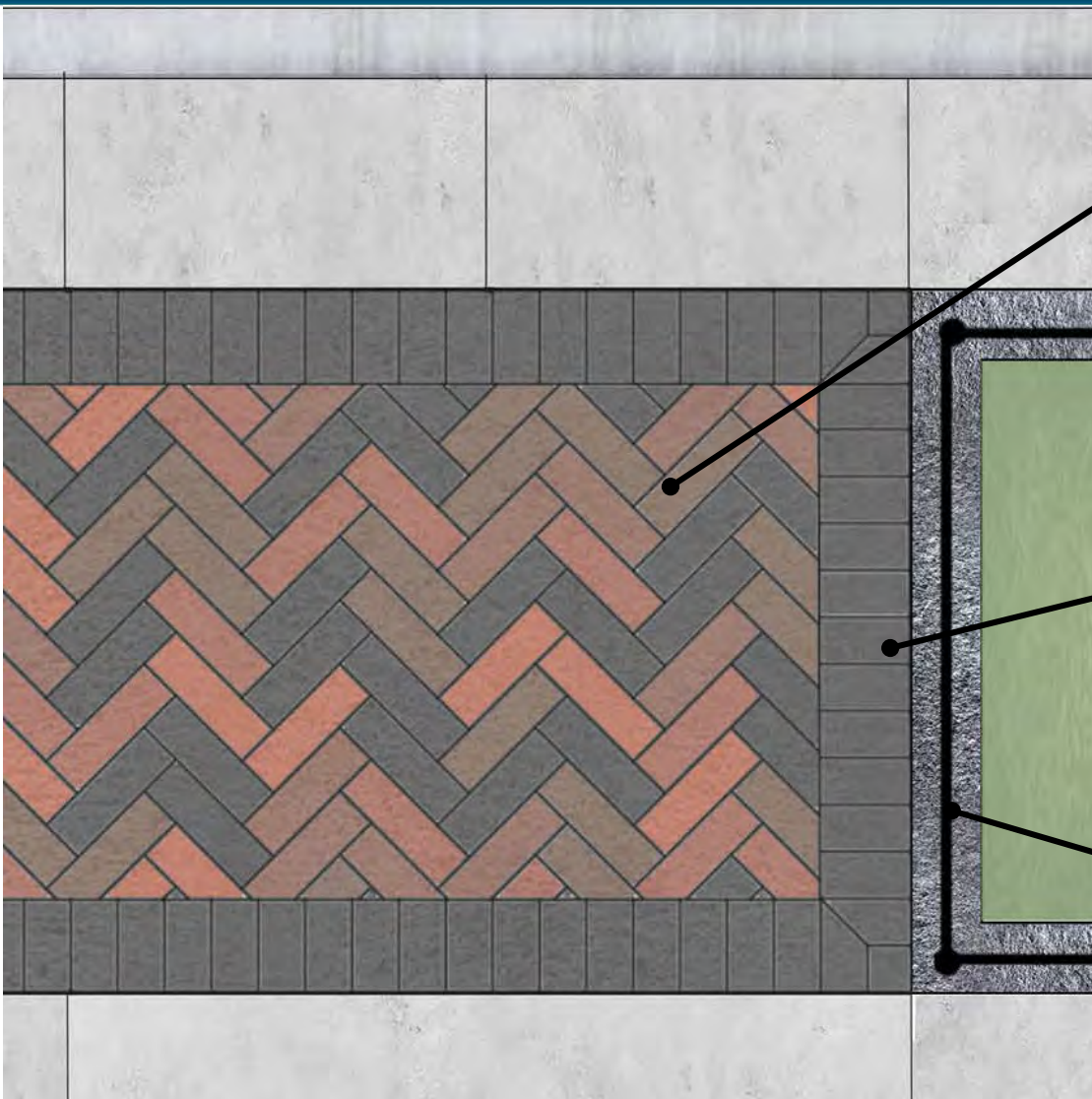
4"x12" Herringbone Field: Blend of 32 Antique, 33 Dark Antique, 34 Mulberry, 36 Sunset Red and 63 Charcoal

4"x8" Soldier Course Border:
63 Charcoal



6" w. x 6" ht. Planter Curbs:
Mesabi Black Thermal finish granite

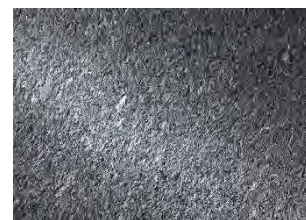
Fired Clay Brick | Option A - Plan Enlargement



4"x12" Herringbone Field: Blend of 32 Antique, 33 Dark Antique, 34 Mulberry, 36 Sunset Red and 63 Charcoal



4"x8" Soldier Course Border: 63 Charcoal



6" w. x 6" ht. Planter Curbs: Mesabi Black Thermal finish granite

Fired Clay Brick | Option A - Perspective



4"x12" Herringbone Field: Blend of 32 Antique, 33 Dark Antique, 34 Mulberry, 36 Sunset Red and 63 Charcoal

4"x8" Soldier Course Border: 63 Charcoal

6" w. x 6" ht. Planter Curbs: Mesabi Black Thermal finish granite

Fired Clay Brick | Option A - Perspective



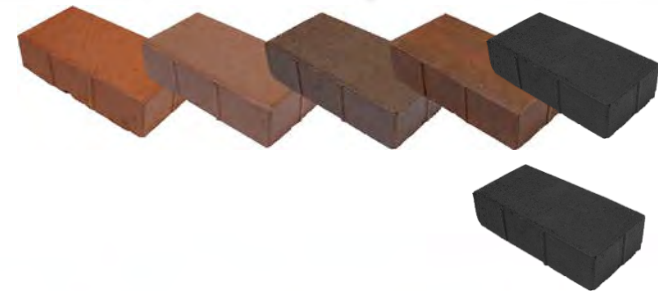
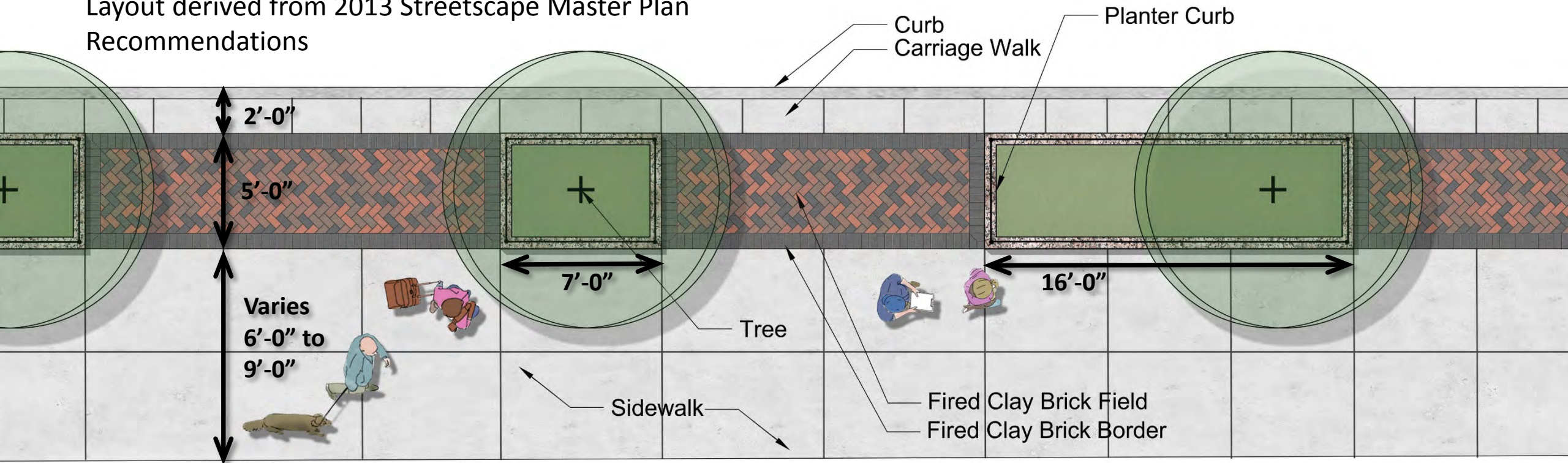
4"x12" Herringbone Field: Blend of 32 Antique, 33 Dark Antique, 34 Mulberry, 36 Sunset Red and 63 Charcoal

4"x8" Soldier Course Border:
63 Charcoal

6" w. x 6" ht. Planter Curbs:
Cast-in-place concrete

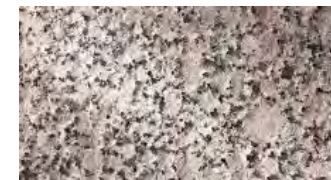
Fired Clay Brick | Option B - Plan View

Layout derived from 2013 Streetscape Master Plan Recommendations



4"x8" Herringbone Field: Blend of 32 Antique, 33 Dark Antique, 34 Mulberry, 36 Sunset Red and 63 Charcoal

4"x8" Sailor Course Border:
63 Charcoal



6" w. x 6" ht. Planter Curbs:
Sunset Red Granite with Thermal Finish

Fired Clay Brick | Option B - Plan Enlargement

Layout derived from 2013 Streetscape Master Plan Recommendations



4"x8" Herringbone Field: Blend of 32 Antique, 33 Dark Antique, 34 Mulberry, 36 Sunset Red and 63 Charcoal



4"x8" Soldier Course Border:
63 Charcoal



6" w. x 6" ht. Planter Curbs:
Sunset Red - Thermal

Fired Clay Brick | Option B – Perspective



4"x8" Herringbone Field: Blend of 32 Antique, 33 Dark Antique, 34 Mulberry, 36 Sunset Red and 63 Charcoal

4"x8" Soldier Course Border:
63 Charcoal

6" w. x 6" ht. Planter Curbs:
Sunset Red granite
Thermal finish

Fired Clay Brick | Option B – Perspective



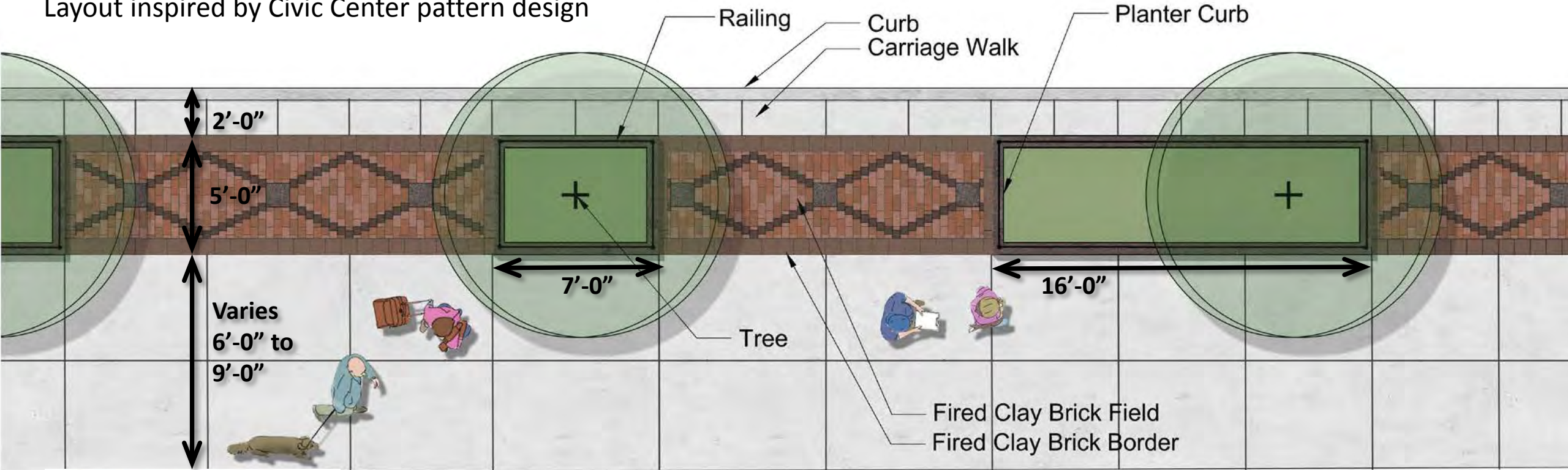
4"x8" Herringbone Field: Blend of 32 Antique, 33 Dark Antique, 34 Mulberry, 36 Sunset Red and 63 Charcoal

4"x8" Soldier Course Border:
63 Charcoal

6" w. x 6" ht. Planter Curbs:
Cast-in-place concrete

Fired Clay Brick | Option C – Plan View

Layout inspired by Civic Center pattern design



4"x8" Running Bond Field: Blend of 42 Cinnamon, 43 Tangerine and 44 Mahogany

4"x4" Diamond Accent: 34 Mulberry

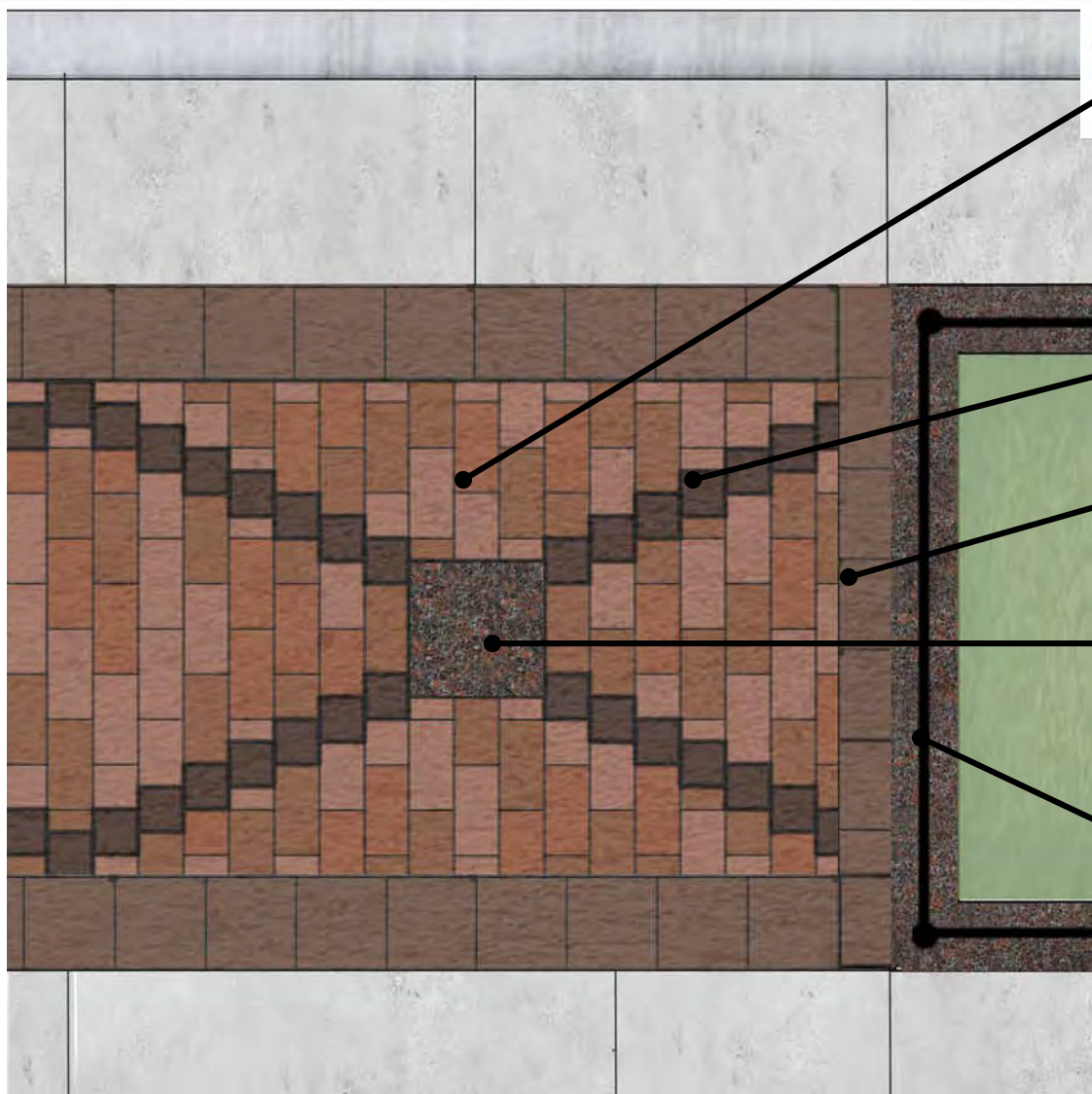
8"x8" Perimeter Border: 44 Mahogany



12"x12" Centerpiece:
Carnelian Antique Granite with D100 Finish

6" w. x 6" ht. Planter Curbs:
Carnelian Antique Granite with Therm. Finish

Fired Clay Brick | Option C – Plan Enlargement



4"x8" Running Bond Field: Blend of 42 Cinnamon, 43 Tangerine and 44 Mahogany

4"x4" Diamond Accent: 34 Mulberry

8"x8" Perimeter Border: 44 Mahogany



12"x12" Centerpiece:
Carnelian Antique Granite with D100 Finish



6" w. x 6" ht. Planter Curbs:
Carnelian Antique Granite with Therm. Finish

Fired Clay Brick | Option C – Perspective

4"x8" Running Bond Field: Blend of 42 Cinnamon, 43 Tangerine and 44 Mahogany

4"x4" Diamond Accent: 34 Mulberry

8"x8" Perimeter Border: 44 Mahogany

12"x12" Centerpiece:
Carnelian Antique Granite with D100 Finish

6" w. x 6" ht. Planter Curbs:
Carnelian Antique Granite with Therm. Finish

Fired Clay Brick | Option C – Perspective

4"x8" Running Bond Field: Blend of 42 Cinnamon, 43 Tangerine and 44 Mahogany

4"x4" Diamond Accent: 34 Mulberry

8"x8" Perimeter Border: 44 Mahogany

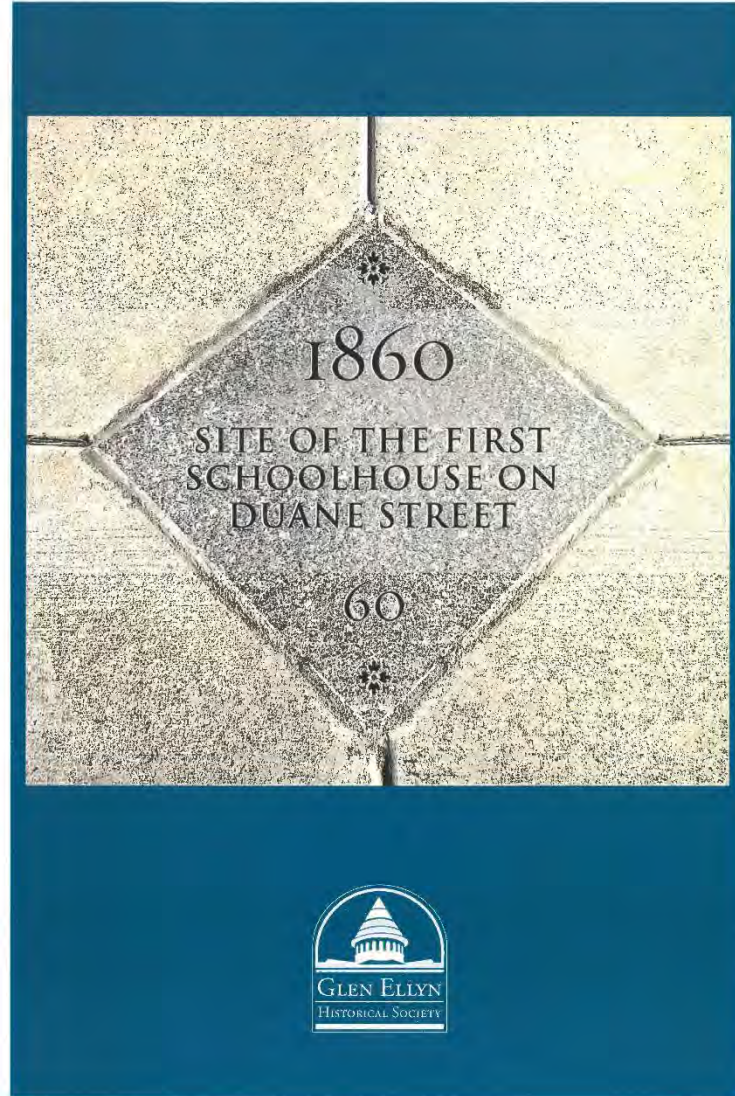
12"x12" Centerpiece:
Carnelian Antique Granite with D100 Finish

6" w. x 6" ht. Planter Curbs:
Cast-in-place concrete

Cost | Decorative Sidewalk

Decorative Sidewalk	Plain Concrete	Stamped Colored Concrete	Exposed Aggregate Concrete	Clay Fired Brick on Concrete Base
<i>Install Cost</i>	\$224K	\$480K	\$448K	\$768K

Historic Plaques



Crosswalks | Decorative Material Options

Concrete

- Low cost (\$11/SF)
- Long service life
- Simple and functional
- Higher replacement cost
- Low decorative aesthetic value

Stamped Asphalt

- Medium cost (\$20/SF)
- Adds color and look of brick
- Easy to replace – low cost
- Wears quickly – 5 year lifespan

Methyl Methacrylate (MMA)

- High cost (\$34/SF on Concrete)
- No - Low Maintenance
- Adds bright color and can be customized
- Non-slip surface
- More durable than thermoplastic paint – 10 to 20 year lifespan

Fired Clay Brick

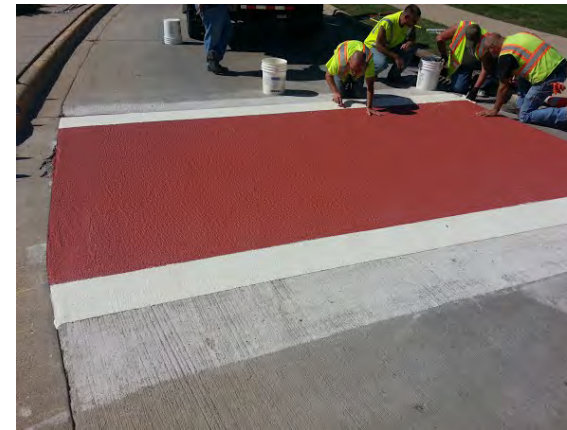
- Highest cost (\$38/ SF)
- High maintenance
- High decorative aesthetic value
- Historic Material
- Long wearing/durable surface material – 30+ years



Concrete



Stamped Asphalt



Methyl Methacrylate (MMA)



Fired Clay Brick

Cost | Decorative Crosswalk

Decorative Crosswalk	Plain Concrete	Stamped Colored Asphalt	MMA on Concrete Base	Clay Fired Brick on Concrete Base
<i>Install Cost</i>	\$165K	\$300K	\$510K	\$570K

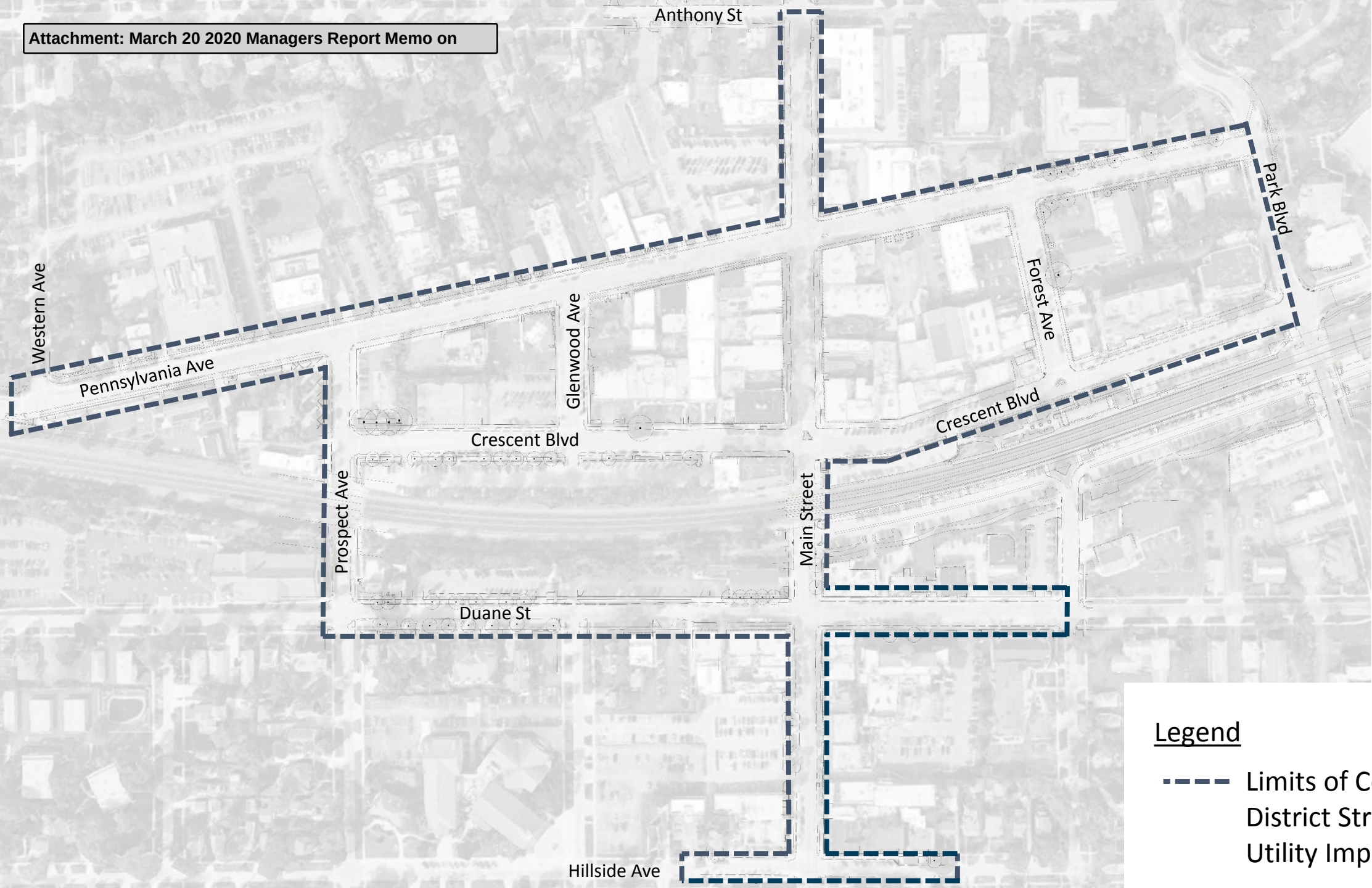
CBD Streetscape Materials | Discussion

- Material Options
- **Recommendations / Q&A**
- Decorative Pavement Options: Plans and Renderings
- Crosswalk Material Options
- **Recommendations / Q&A**

Future Meeting Objectives

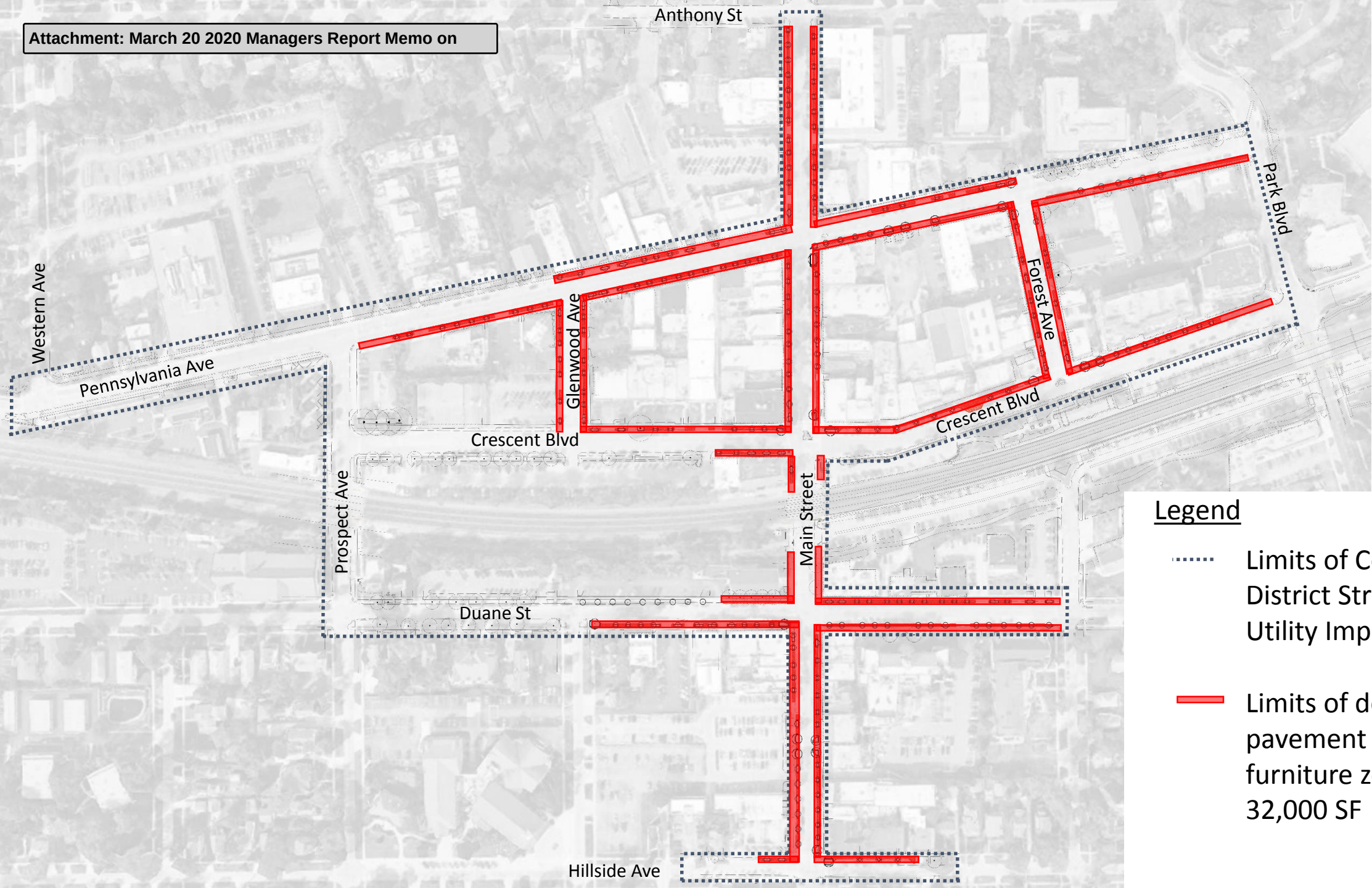
- Planter Curb Materials and Railing Design
- Alternative Options to Planter Curbs
- Raised Seat Wall Concepts
- Street Furniture Options
- Placemaking Features
- Flex Street Concept and Ideas
- Large Caliper Tree Information
- Tree Soil Space – Suspended Pavement Design



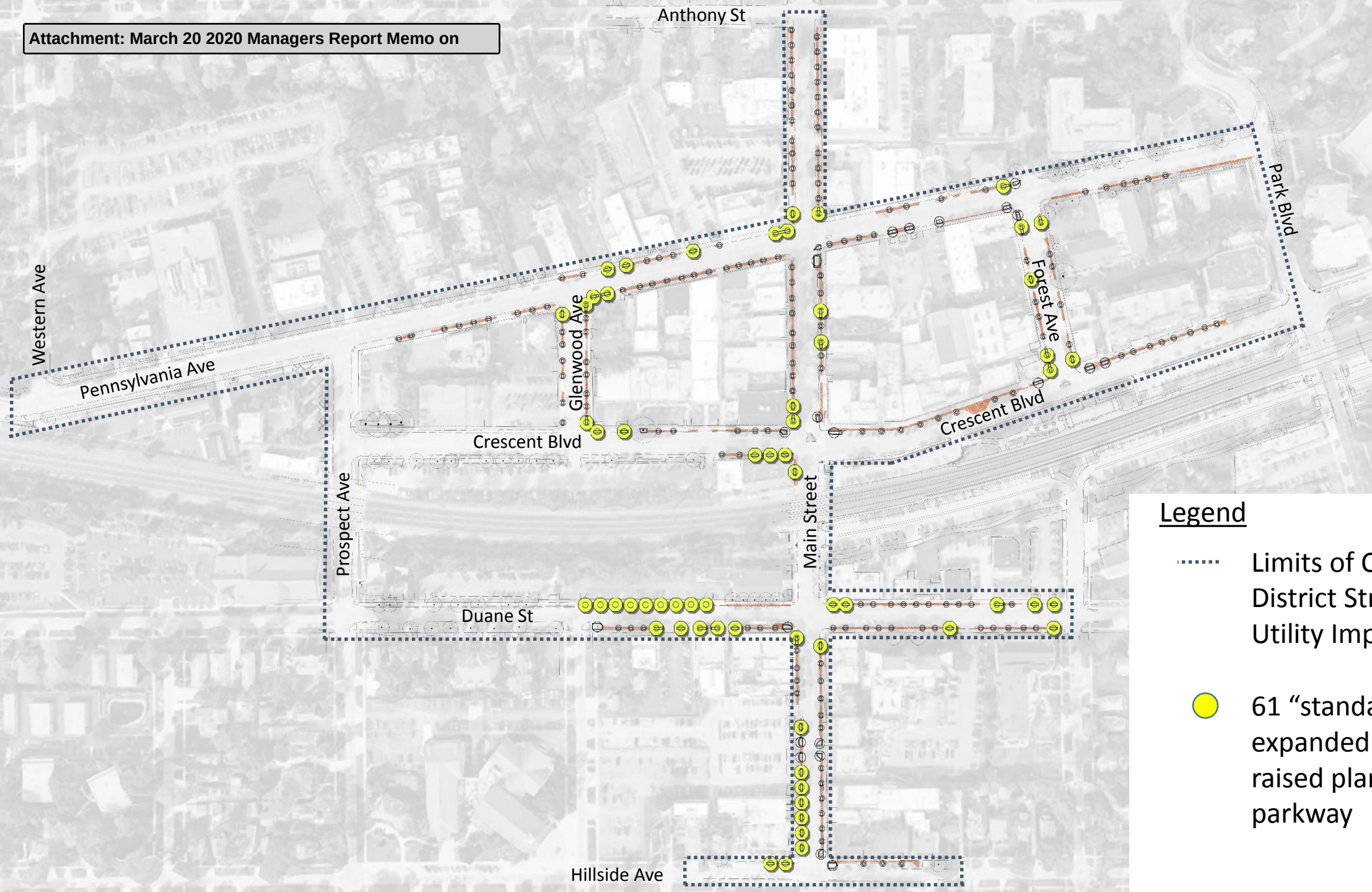


Legend

- Limits of Central Business District Streetscape and Utility Improvements

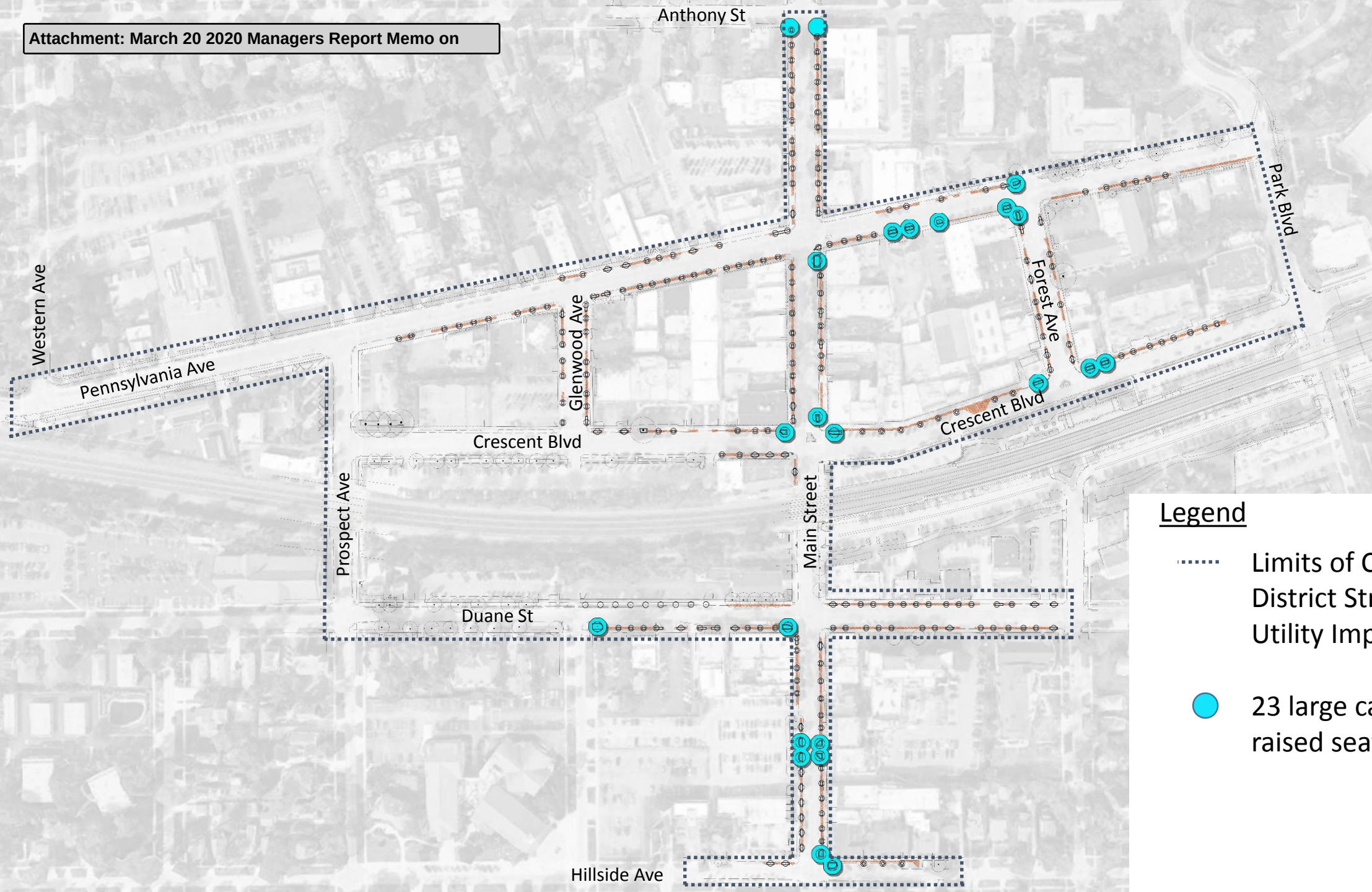


- Legend
- Limits of Central Business District Streetscape and Utility Improvements
 - Limits of decorative pavement within the furniture zone
32,000 SF



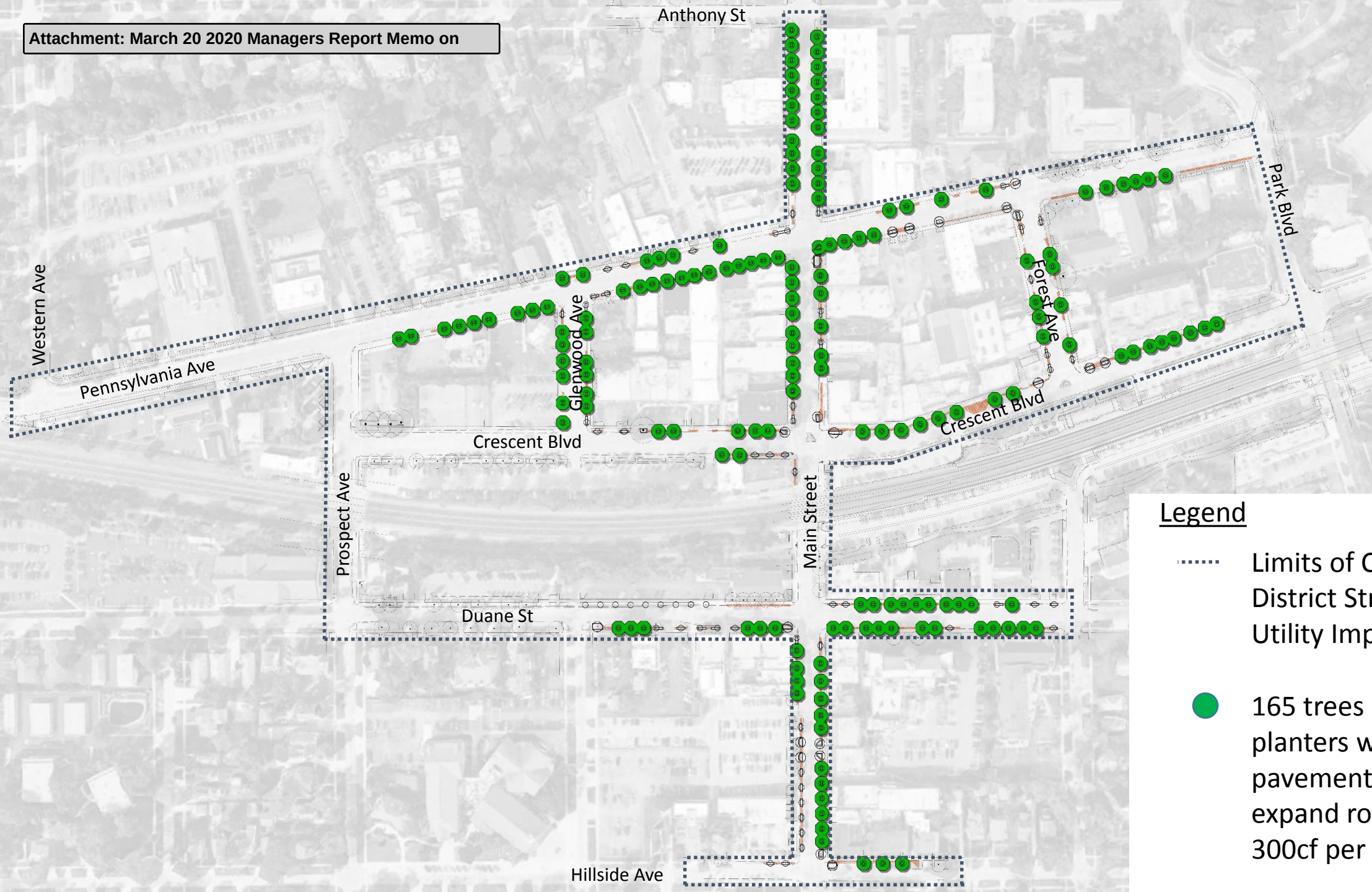
Legend

- Limits of Central Business District Streetscape and Utility Improvements
- 61 "standard" trees in expanded 5'x16' or larger raised planters, or grass parkway



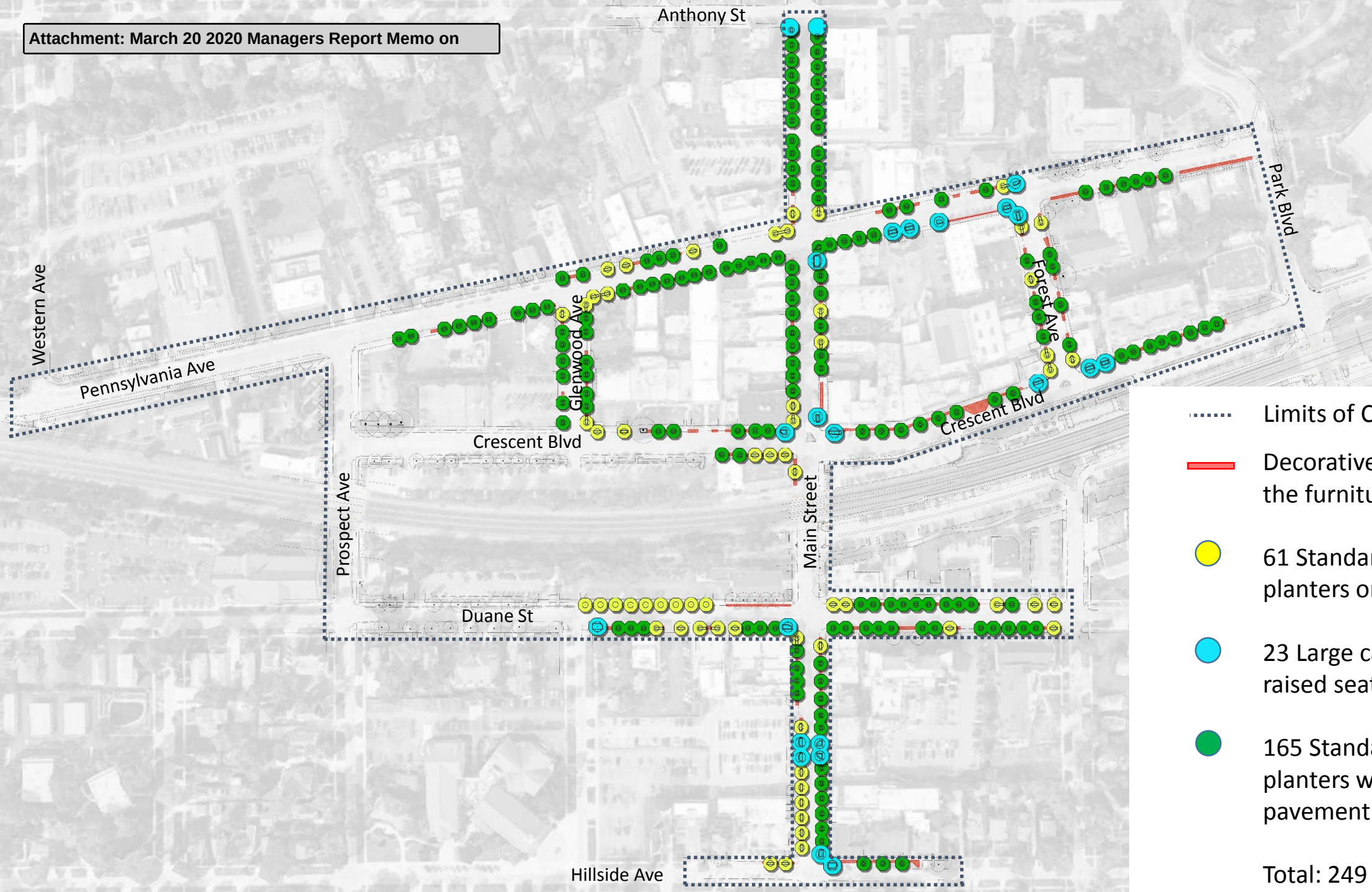
Legend

- Limits of Central Business District Streetscape and Utility Improvements
- 23 large caliper trees in raised seat wall planters



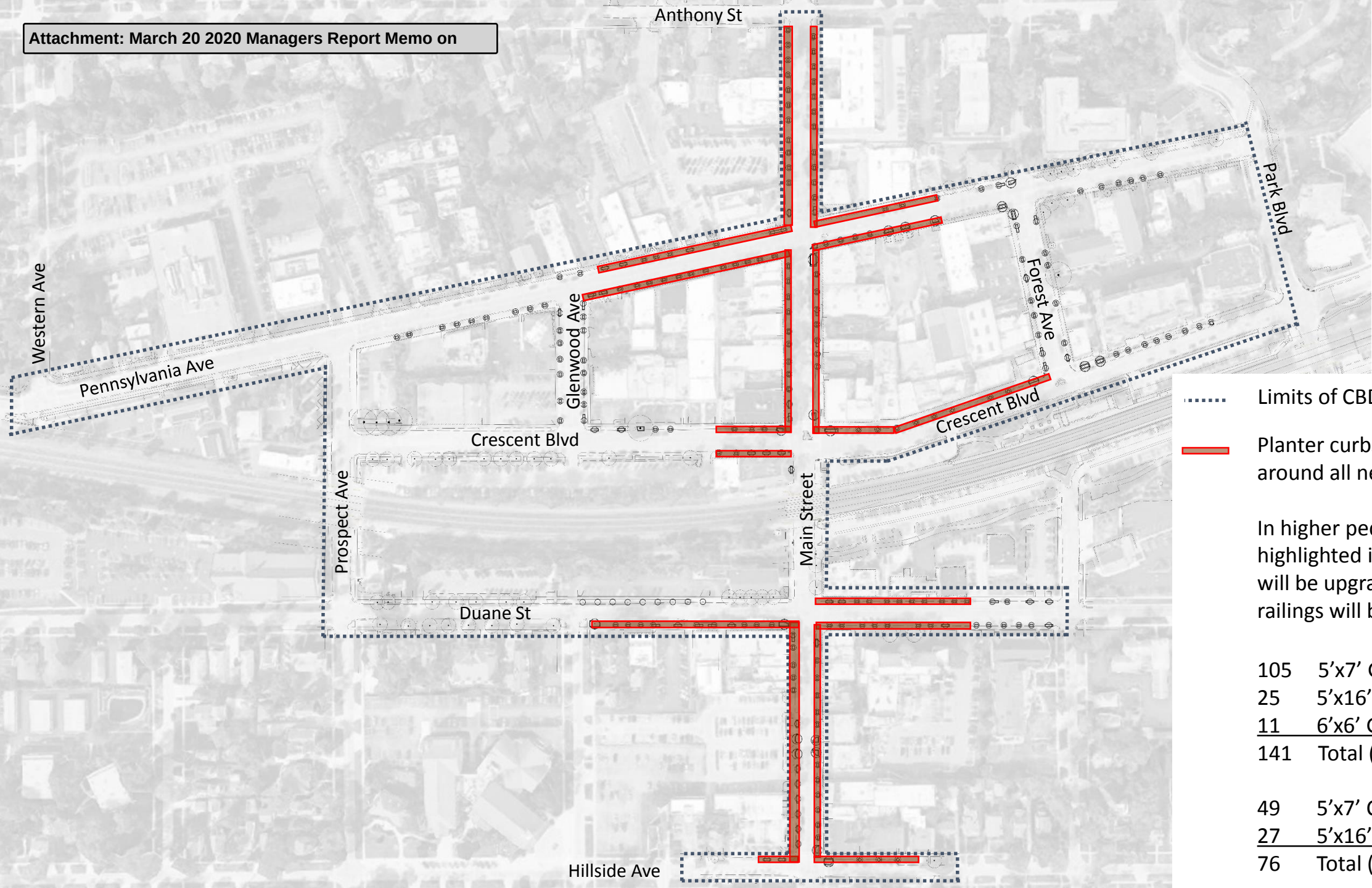
Legend

- Limits of Central Business District Streetscape and Utility Improvements
- 165 trees in 5'x7' planters with suspended pavement design to expand root volume to 300cf per tree



Legend

- Limits of CBD Improvements
- Decorative pavement within the furniture zone (32,000sf)
- 61 Standard trees in 5x16 planters or parkway
- 23 Large caliper trees in raised seat wall planters
- 165 Standard trees in 5x7 planters with suspended pavement design

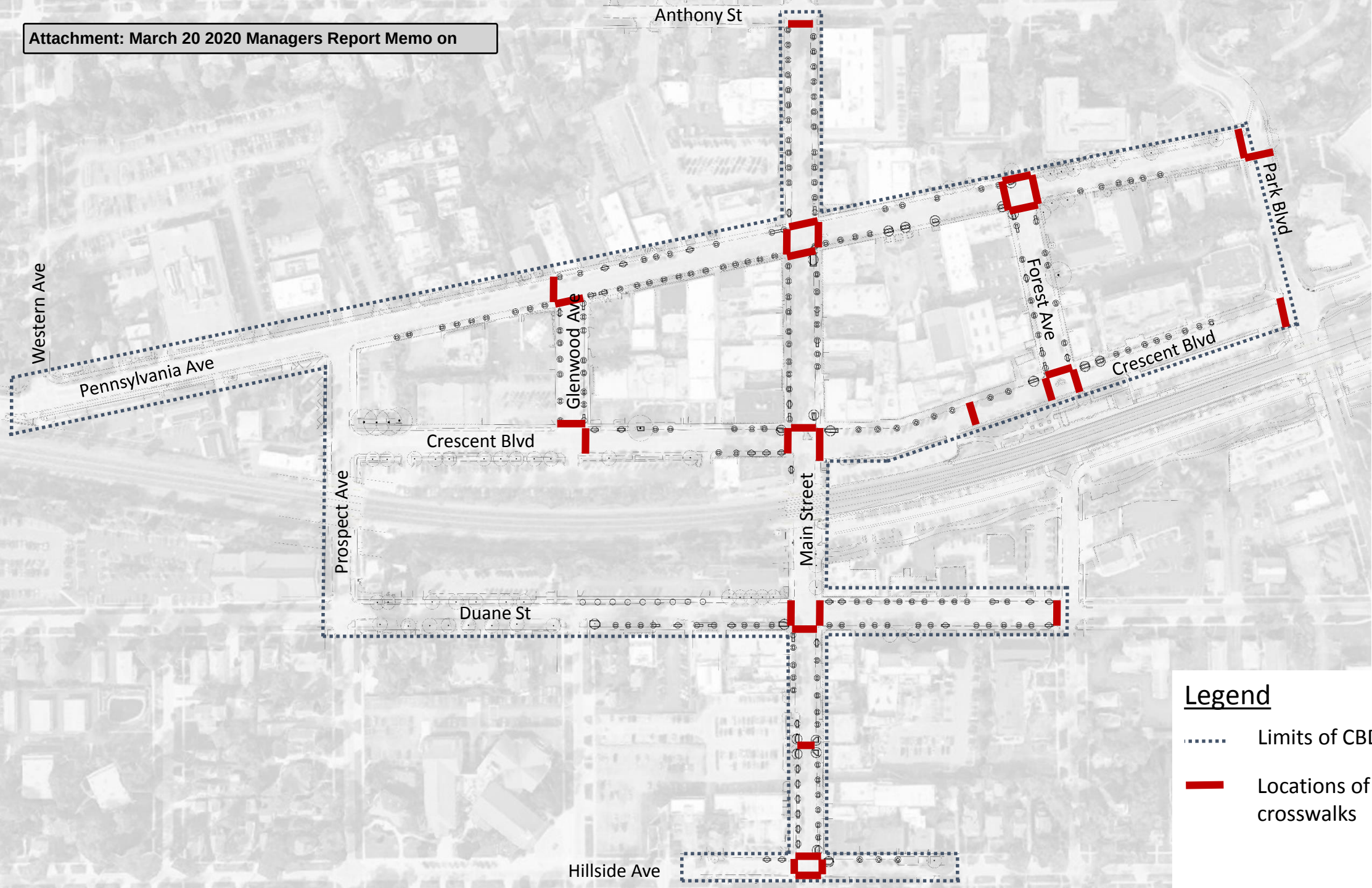


Legend

- Limits of CBD Improvements
- Planter curbs will be installed around all new trees.

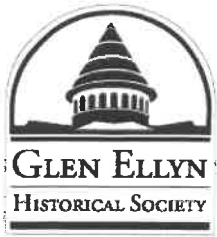
In higher pedestrian traffic areas highlighted in red, the materials will be upgraded to granite, and railings will be included.

105	5'x7' Granite Planters
25	5'x16' Granite Planters
11	6'x6' Granite Planters
141	Total (65%)
49	5'x7' Concrete Planters
27	5'x16' Concrete Planters
76	Total (35%)



Legend

- Limits of CBD Improvements
- Locations of decorative crosswalks



Date: February 12, 2020

To: The Capital Improvements Commission

From: Dan Anderson, Glen Ellyn Historical Society Board member

Re: A proposal for consideration

The Glen Ellyn Historical Society is all about preserving and celebrating the history of Glen Ellyn. And our downtown district obviously has a lot of history to celebrate. Some of it is evident in the buildings there, but much of it goes back farther than when a given building was constructed.

Plaquing buildings has its place, but it also has two inherent problems:

1. Eventually that building will come down, taking the plaque with it.
2. A plaque describing a historic building is only giving you the history of that building. The site where the building is located often has much more history to tell.

Given that Glen Ellyn's street scaping plan will include replacing all or most of the sidewalks in the historic district, this would be the perfect time to embrace an idea that the town of Geneva has used so effectively to call attention to the rich history of its downtown. They have incorporated small granite plaques in their sidewalks that give pedestrians a snippet of history about a given location.

In many cases, the plaque refers to the historic building currently at that location. But in other cases, the plaque describes what was there before the current building ... or even a famous event that took place at that location.

Our street scaping project gives us the opportunity to do the same thing for Glen Ellyn's historic downtown district ... at very little cost but with great benefit.

While the plaque itself would be limited in the amount of history it could provide, the Historical Society will produce a booklet providing a more complete story about each location. This creates the opportunity for self-guided walking tours of downtown.

Store owners could have pamphlets or flyers providing details about their own location.

And, of course, the Historical Society would bring all this information together into a website for the historic district that could include iconic photos from our archives.

Properly done, this project would move downtown Glen Ellyn closer to its objective of being a destination for tourists and shoppers, as well as history buffs.

2019-10-14 ... Glen Ellyn Historical Society

Celebrating Glen Ellyn's Historic Downtown District

Downtown Glen Ellyn has a fascinating history, some of it evidenced in a subtle way by the older buildings but most of it hidden from those walking through town. And that's a missed opportunity.

If the buildings could talk what a story they would tell: the movie theater that became a bakery; the livery stable that became a movie theater; the ice house that became our first auto repair shop which, in turn, became our first auto dealership ... and today is Starbucks.

The Glen Ellyn Historical Society has an idea for giving our historic downtown a voice, a way to tell its story every day for every visitor. It's not a new idea ... the quaint town of Geneva, Illinois has used it to make its historic downtown district come alive. It's not complicated. Nor will it be expensive, given that our sidewalks are to be rebuilt in the upcoming streetscaping project.

The idea is to incorporate a 12-inch, diamond-shaped stone plaque in the sidewalk in front of each notable building providing a brief history of that site. These plaques could link to a booklet and a website that would provide detailed information for those who want to know more.

The Glen Ellyn Historical Society will supply the information for the plaques and coordinate producing them. Listed below are a few potential locations for sidewalk plaques in downtown Glen Ellyn. This list focuses just on the east side of Main Street between Crescent and Pennsylvania and is not complete, both with respect to buildings that could be recognized in this block and the historic information provided here.



SE corner of Main and Pennsylvania

- 1856 Home built by Albert Janes; served as an early Glen Ellyn Post Office
- 1870s Home to the McChesney family
- 1931 – 1971 Sears Roebuck store



485 N Main

- 1931 – 1970 The F.W. Woolworth Five and Dime store
- 1979 Banyan Tree Mall



483 N. Main

- 1878 – 1892 Approximate location of McChesney Brother's first and second stores
- 1914 – 1926 Original site of the Glen Theatre
- 1930 – 2015 Flour Barrel Bakery



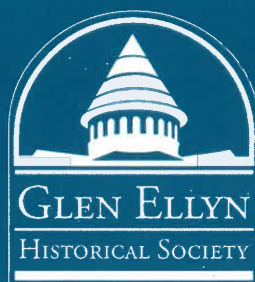
475 N. Main

- 1892 Third location of McChesney Brother's General Store (using masonry construction after Glen Ellyn's great fire of 1891 which burned most downtown buildings)



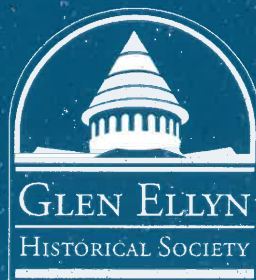
NE Corner of Main and Crescent:

- 1852 Site of the Mansion House, Glen Ellyn's first hotel
- 1893 The Ehlers Hotel
- 1929 Glen Ellyn State Bank
- 1941 Walgreen Drug Store





Attachment: Letter from Dan Anderson (4404 : CBD Streetscape Paving Materials and Streetscape Elements)



Decorative Paving in the Furniture Zone = 32,000 SF

All costs reflect today's dollars (present value).

Year	Plain Concrete (\$7/SF)	Reconstruct (40 yr)	Spot Repair (10% every 10 yr)	Stamped Colored Concrete (\$15/SF)	Reconstruct (20 yr)	Clean/Seal (each first 3 yr, then every 2 yr)	Spot Repair (10% every 10 yr)	Exposed Aggregate Concrete (\$14/SF)	Reconstruct (20 yr)	Clean/Seal (each first 3 yr, then every 2 yr)	Spot Repair (10% every 10 yr)	Clay Fired Brick on Stone Base (\$18/SF)	Reconstruct (60 yr)	Sand (first time 2 yr, then less every 5 yr)	Spot Repair Bricks (25% every 10 yr)	Spot Repair Base (25% every 20 yr, full 60 yr)	Clay Fired Brick on Concrete Base (\$24/SF)	Reconstruct (60 yr)	Sand (first time 2 yr, then less every 5 yr)	Spot Repair Bricks (50% every 20 yr)	Spot Repair Base (25% every 20 yr, full 60 yr)
0	224,000	x		480,000	x			448,000	x			576,000	x				768,000	x			
1				25,600		x		25,600		x		10,000		x			10,000				
2				25,600		x		25,600		x									x		
3				25,600		x		25,600		x											
4																					
5				25,600		x		25,600		x		5,000		x			5,000		x		
6																					
7				25,600		x		25,600		x											
8																					
9				25,600		x		25,600		x											
10	22,400		x	48,000			x	44,800			x	53,000		x	x		5,000		x		
11				25,600		x		25,600		x											
12																					
13				25,600		x		25,600		x											
14																					
15				25,600		x		25,600		x		5,000		x			5,000		x		
16																					
17				25,600		x		25,600		x											
18																					
19				25,600		x															
20	22,400		x	480,000	x			448,000	x			93,000		x	x	x	149,000		x	x	x
21				25,600		x		25,600		x											
22				25,600		x		25,600		x											
23				25,600		x		25,600		x											
24																					
25				25,600		x		25,600		x		5,000		x			5,000		x		
26																					
27				25,600		x		25,600		x											
28																					
29				25,600		x		25,600		x											
30	22,400		x	48,000			x	44,800			x	53,000		x	x		5,000		x		
31				25,600		x		25,600		x											
32																					
33				25,600		x		25,600		x											
34																					
35				25,600		x		25,600		x		5,000		x			5,000		x		
36																					
37				25,600		x		25,600		x											
38																					
39				25,600		x															
40	224,000	x		480,000	x			448,000	x			93,000		x	x	x	149,000		x	x	x

	Plain Concrete	Stamped Colored Concrete	Exposed Aggregate Concrete	Clay Fired Brick on Stone Base	Clay Fired Brick on Concrete Base
Year 10	246,400	681,600	646,400	644,000	788,000
Year 20	268,800	1,289,600	1,196,800	742,000	942,000
Year 30	291,200	1,491,200	1,395,200	800,000	952,000
Year 39	291,200	1,619,200	1,497,600	805,000	957,000
Year 40	515,200	2,099,200	1,945,600	898,000	1,106,000

Average Maintenance Costs (excludes initial install only)

	Plain Concrete	Stamped Colored Concrete	Exposed Aggregate Concrete	Clay Fired Brick on Stone Base	Clay Fired Brick on Concrete Base
Ave per Year over 10 Years	2,240	20,160	19,840	6,800	2,000
Ave per Year over 20 Years	2,352	41,488	38,432	8,640	8,800
Ave per Year over 30 Years	3,478	52,634	49,282	11,632	9,640

CAPITAL PROJECTS FUND
10 YEAR PLAN
AS OF MAY 18, 2020

Capital Fund		CY2020 FORECAST	CY2021 FORECAST	CY2022 FORECAST	CY2023 FORECAST	CY2024 FORECAST	CY2025 FORECAST	CY2026 FORECAST	CY2027 FORECAST	CY2028 FORECAST	CY2029 FORECAST	CY2030 FORECAST
Revenues:												
	Property Taxes	\$ 3,913,031	\$ 3,991,292	\$ 4,071,117	\$ 4,152,540	\$ 4,235,591	\$ 4,320,302	\$ 4,406,708	\$ 4,494,843	\$ 4,584,739	\$ 4,676,434	\$ 4,769,963
	Food and Beverage Tax	\$ 650,000	\$ 650,000	\$ 975,000	\$ 975,000	\$ 1,191,000	\$ 1,300,000	\$ 1,326,000	\$ 1,352,520	\$ 1,379,570	\$ 1,407,162	\$ 1,435,305
	Drainage Infrastructure Fee	143,675	143,675	143,675	143,675	143,675	143,675	143,675	143,675	143,675	143,675	143,675
	TIF Contributions to Capital Projects	-	75,000	75,000	75,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000
	Parking Fund Contributions to Capital Projects	-	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000
	General Obligation Bond for CBD Projects	9,500,000	-	-	-	7,480,000	-	-	-	-	-	-
	Telecommunications Tax	563,000	551,740	540,705	529,891	519,293	508,907	498,729	488,755	478,980	469,400	460,012
	Electricity Use Tax	950,000	950,000	950,000	950,000	950,000	950,000	950,000	950,000	950,000	950,000	950,000
	Natural Gas Use Tax	350,000	350,000	350,000	350,000	350,000	350,000	350,000	350,000	350,000	350,000	350,000
	Real Estate Transfer Tax	375,000	382,500	750,000	765,000	780,300	795,906	811,824	828,061	844,622	861,514	878,745
	Grant Revenue	863,563	-	475,000	-	7,200,000	13,200,000	-	-	-	-	-
	Forfeiture Funds - To reimburse police station project (if funds are available)	100,000	100,000	100,000	-	-	-	-	-	-	-	-
	MFT (One Time Transfer)	-	-	2,000,000	-	-	-	-	-	-	-	-
	Capital Grant from State of Illinois (Capital Bonds)	600,000	600,000	600,000	-	-	-	-	-	-	-	-
	General Fund (One Time Transfer)	-	-	-	-	-	-	-	-	-	-	-
	Miscellaneous Income	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000	80,000
	Interest Income	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000	90,000
	Total Revenues	\$ 18,178,269	\$ 8,039,207	\$ 11,275,498	\$ 8,261,106	\$ 23,244,859	\$ 21,963,791	\$ 8,881,937	\$ 9,002,853	\$ 9,126,586	\$ 9,253,185	\$ 9,382,700
Expenditures:												
Non-Roadway Construction Projects:												
	Minor capital investment/other expenditures	\$ 22,500	\$ 23,200	\$ 23,900	\$ 24,600	\$ 25,300	\$ 26,100	\$ 26,900	\$ 27,700	\$ 28,500	\$ 29,400	\$ 30,300
	Placeholder for Unidentified Non-Roadway Projects		\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000
	Village Green Storm Sewer Replacement	286,000	-	-	-	-	-	-	-	-	-	-
GF	Lake Road Undergrounding	-	-	-	-	-	-	-	-	-	-	-
	Hill Avenue Bridge	30,500	-	-	-	-	-	-	-	-	-	-
	Hill Avenue Utility Sewer and Water (Phase I)	-	200,000	-	-	-	-	-	-	-	-	-
	Cumnor Water and Sewer Utility Extensions	105,000	-	-	-	-	-	-	-	-	-	-
	Royal Glen Infrastructure Improvements	-	125,000	-	-	-	-	-	-	-	-	-
	McKee House	75,000	-	-	-	-	-	-	-	-	-	-
	Saint Charles Road Salt Storage Facility	-	-	-	-	-	-	-	-	-	-	-
	Street Lighting Improvements - 5 Corners	-	-	-	-	-	-	-	-	-	-	-
	Street Lighting Improvements - Roosevelt Road	-	-	-	-	-	-	-	1,952,766	-	-	-
	Street Lighting Improvements - Replacements and Requests	76,000	15,000	15,000	15,000	15,000	75,000	15,000	15,000	15,000	15,000	75,000
	Horse Trough	-	-	-	-	-	-	-	-	-	-	-
	Stormwater Drainage Improvements Program	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
	Traffic Studies and Improvements	25,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
	Wayfinding Signage	63,000	200,000	-	-	-	-	-	-	-	-	-
	East Branch Trail Feasibility Study Contribution	-	100,000	-	-	-	-	-	-	-	-	-
	Special Engineering Projects											
	Parking Garage (Transfer to Parking Fund)	16,000,000	-	-	-	-	-	-	-	-	-	-
GF	Taylor Avenue Pedestrian Tunnel	938,399	-	-	-	-	-	-	-	-	-	-
	Train Station/Pedestrian Underpass	230,000	1,000,000	1,000,000	3,000,000	10,000,000	10,000,000	-	-	-	-	-
	CBD Over/Underpass Feasibility Study	-	-	-	-	-	-	-	-	-	-	-
	Developer Capital Improvements (CBD)	200,000	50,000	200,000	50,000	200,000	50,000	50,000	50,000	50,000	50,000	50,000
	Civic Center HVAC Project	-	-	-	-	-	-	-	-	-	-	-
GF	Sidewalk Program	141,800	260,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000
	IDOT Crosswalks	-	-	-	-	-	-	-	-	-	-	-
	Illinois Route 38 Streetscape Improvements	-	-	-	-	-	-	-	-	-	-	-
	subtotal non-roadway	18,218,199	2,098,200	1,513,900	3,364,600	10,515,300	10,426,100	366,900	2,320,466	368,500	369,400	430,300
Roadway Rehabilitation Program												
	Placeholder for Unidentified Roadway Projects	-	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250000
	Pavement Preservation Program	195,000	250,000	250,000	250,000	250,000	300,000	300,000	300,000	300,000	300,000	300,000
	Pavement Condition Survey	-	50,000	-	-	-	50,000	-	-	-	50,000	-
	Baker Hill Ingress/Egress Improvements	-	-	-	-	-	-	-	-	-	-	-
GF	Crescent Boulevard Reconstruction	423,238	-	-	-	-	-	-	-	-	-	-
	2016 and 2017 Street Resurfacing	-	-	-	-	-	-	-	-	-	-	-
	2018 Street Resurfacing	-	-	-	-	-	-	-	-	-	-	-
	Kenilworth-Alley Improvements	-	-	-	-	-	-	-	-	-	-	-
GF	North Park/Main Street Improvements	412,071	-	-	-	-	-	-	-	-	-	-
	2020 Street Program 20001	152,036	2,534,146	2,490,958	-	-	-	-	-	-	-	-
	2020 Street Program 20002	1,359,057	-	-	-	-	-	-	-	-	-	-
	Scott Clifton Cumnor Street Rehabilitation	-	-	-	-	-	-	-	-	-	-	-
	Future Street Resurfacing/Reconstruction Projects	-	5,361,062	4,181,092	3,261,173	2,821,539	4,823,364	5,343,621	6,492,088	6,474,142	3,817,072	2,958,768
	Concrete Street Patching and Rehabilitation Program	225,000	100,000	500,000	550,000	300,000	450,000	-	100,000	-	100,000	-
	CBD Underground Improvements Study	-	-	-	-	-	-	-	-	-	-	-
	CBD Streetscape and Utility Improvements	800,000	-	-	1,248,480	6,323,200	6,242,400	2,080,800	-	-	-	-
	IFT / General Fund Engineering	218,600	223,000	227,000	232,000	237,000	242,000	247,000	252,000	257,000	262,000	267,000
	IFT/ Food and Beverage Collection Cost	50,000	51,500	53,045	54,636	56,275	-	-	-	-	-	-
	subtotal road program	3,835,002	8,819,708	7,952,095	5,846,289	10,238,014	12,357,764	8,221,421	7,394,088	7,281,142	4,779,072	3,775,768
	Total Improvements - Capital Projects Fund	\$ 22,053,201	\$ 10,917,908	\$ 9,465,995	\$ 9,210,889	\$ 20,753,314	\$ 22,783,864	\$ 8,588,321	\$ 9,714,554	\$ 7,649,642	\$ 5,148,472	\$ 4,206,068
	Bond Repayment - 2015 Police Station Bonds	\$ 956,494	\$ 954,544	\$ 957,144	\$ 954,143	\$ 955,694	\$ 956,644	\$ 956,994	\$ 956,744	\$ 955,894	\$ 952,656	\$ 952,850
	Bond Repayment - 2018 Capital Project Bonds	\$ 678,469	\$ 682,219	\$ 680,519	\$ 678,519	\$ 681,219	\$ 683,469	\$ 680,469	\$ 681,769	\$ 682,819	\$ 683,419	\$ 678,569
	Bond Repayment - 2020 Capital Project Bonds (est.)	\$ 343,000	\$ 686,000	\$ 686,000	\$ 686,000	\$ 686,000	\$ 686,000	\$ 686,000	\$ 686,000	\$ 686,000	\$ 686,000	\$ 686,000
	Bond Repayment - 2022 Capital Project Bonds (est.)	\$ -	\$ -	\$ -	\$ -	\$ 258,100	\$ 516,200	\$ 516,200	\$ 516,200	\$ 516,200	\$ 516,200	\$ 516,200
	Total Expenditures - Capital Projects Fund	\$ 24,031,164	\$ 13,240,671	\$ 11,789,658	\$ 11,529,551	\$ 23,334,327	\$ 25,626,177	\$ 11,427,984	\$ 12,555,267	\$ 10,490,555	\$ 7,986,747	\$ 7,039,687
	Change in Fund Balance, Capital Projects Fund	\$ (5,852,895)	\$ (5,201,464)	\$ (514,160)	\$ (3,268,445)	\$ (89,469)	\$ (3,662,386)	\$ (2,546,047)	\$ (3,552,414)	\$ (1,363,969)	\$ 1,266,438	\$ 2,343,013
	Capital Projects Fund Balance, Beginning of Year	\$ 20,540,361	\$ 14,687,466	\$ 9,486,002	\$ 8,971,842	\$ 5,703,396	\$ 5,613,928	\$ 1,951,541	\$ (594,506)	\$ (4,146,920)	\$ (5,510,888)	\$ (4,244,450)
	Capital Projects Fund Balance, End of Year	\$ 14,687,466	\$ 9,486,002	\$ 8,971,842	\$ 5,703,396	\$ 5,613,928	\$ 1,951,541	\$ (594,506)	\$ (4,146,920)	\$ (5,510,888)	\$ (4,244,450)	\$ (1,901,437)



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

Meeting: 06/15/20 07:00 PM
Department: Glen Ellyn Village Board
Department Head: Lindsey Kaminsky
Category: Discussion Item
Prepared By: Lindsey Kaminsky

SCHEDULED

AGENDA ITEM (ID # 4507)

DOC ID: 4507

Village Manager Franz will provide an update regarding the McKee House.

Village of Glen Ellyn and County Forest Preserve District staff have circled back on the issue related to the lease agreement between the two organizations. The respective boards of the Village and DuPage County Forest Preserve approved an agreement in 2017 with respect to the Forest Preserve property on St. Charles Road. 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. Staff would like to update the Village Board on those efforts and try to get some direction on how to proceed.

Background

Below is some basic history of 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 - Annexed into Village of Glen Ellyn
- 2019 - If the \$400,000 is not raised by October 1, 2019 the McKee house will be demolished at the Village's expense
- 2020 - February 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; informed by the Forest Preserve that the additional information received from the American Legion on March 4 did not change the legal opinion that this is not a public use.

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.

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 must 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 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)
- 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.
 - o 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
 - o 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)

Update on Activity related to the McKee House

Given that the McKee House Work Group was no longer viable, staff began to prepare for possible demolition and received quotes for this expense. The quote for the demolition of the two structures related to the McKee House structures was approximately \$66,000. The quote was obtained through a joint purchasing cooperative and includes demolition of both structures, capping the well and sanitary line, and restoring the site with top soil and grass seed. An alternate bid to preserve the stone on the exterior of the building and place on pallets would add \$25,000 to the project. This was a preliminary estimate, there may be more efficient methods to demolish the property.

Prior to moving forward, staff did reach out to all three entities listed as "pre-approved" in the agreement to ensure the Park District, College of DuPage or the Historical Society were still not interested in partnering. They all declined. In October, Mike Formento 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 Forest Preserve acquiesced.

Prior to the pandemic, President McGinley, Trustee Thompson and Village Manager Franz met with this group multiple times to understand their needs and concepts and encourage them to provide more details and funding plans. The Village received a legal opinion from Forest Preserve Attorney stated that these groups would be unable to sub-lease because their particular use does not meet the legal requirements of the Property Transfer Act. See attached legal opinion from Jack Elsher, dated February 10, January 22, and December 23. Staff and the work group met with Forest Preserve officials on February 18 to clarify this decision and direction and the American Legion submitted additional information, dated March 4, see attached. Staff received confirmation that the legal opinion had not changed, their opinion is that this is not an allowed use.

Lease Agreement Compliance

Therefore, the Village is not in compliance with the agreement. While the Forest Preserve has not threatened litigation, they have respectfully requested compliance with the agreement. They have met their obligations of the agreement, annexation, turned over the buildings, worked with us on making improvements to the building, etc.

It appears that the DuPage Forest Preserve is not able to legally support the sublease option that came forward over the last year. The agreement allows for the Park District, COD, and Historical Society to be tenants, but those agencies are not interested. Through the agreement, the Village was obligated to demo the structure by last October. The Forest Preserve has been very understanding of our desire to make sure we have exhausted all ideas related to this site. However, staff believes we

have only two options:

1. Request an extension of the agreement, thereby we are no longer in violation, and push the deadline later in the year. (Would require amending the agreement and approval of the Forest Preserve)
2. Demolish the property.

Ø Another option discussed with the Village Board was in support of the American Legion proposal, but the Forest Preserve has been clear that that does not meet the public use clause. Therefore, this option has been explored and is not feasible at this time.

Attachments

- Agreement between DuPage County Forest Preserve and Village of Glen Ellyn - 2017
- March 4 email from Mike Formento with latest concept plans from American Legion and Legacy Group
- Legal Opinion from the DuPage County Forest Preserve

ATTACHMENTS:

- Agreement between DuPage County Forest Preserve and Village of Glen Ellyn (PDF)
- March 4 Email from M. Formento - Concept Plans (PDF)
- Legal Opinion from the DuPage County Forest Preserve (PDF)

**A 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 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. 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 means 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 totalling \$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 repurpose 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.

6.02 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.

6.03 Annexation: The District expressly agrees pursuant to 70 ILCS 805/503 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 an 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 TERMINATION

11.01 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.

11.02 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.

12.00 EVENTS OF DEFAULT

12.01 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.

12.02 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. 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.

12.03 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.

12.04 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.

12.05 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.

13.00 SURRENDER

13.01 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.

13.02 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*.

14.00 INTERPRETATION

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

15.00 ENFORCEMENT

15.01 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.

16.00 ATTORNEY FEES AND COSTS

16.01 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.

17.00 NOTICES

17.01 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, property 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.

18.00 RECORDATION

18.01 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.

19.00 ENTIRE AGREEMENT

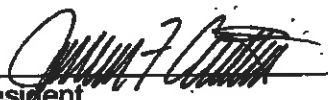
19.01 Integration: The provisions set forth herein constitute the entire agreement between the parties for the leasing of the *Lease Premises* and supersede any prior representations, promises or agreements, whether oral or written, as it is the intention of the parties to provide for a complete integration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

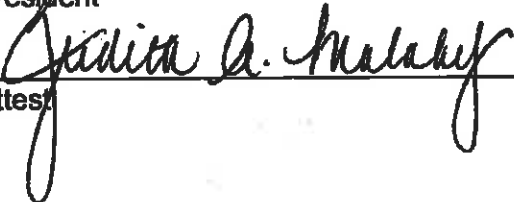
19.2 Modifications: This Agreement may be modified only by further written agreement specifically referring to this section. Any such modification shall not be effective unless duly approved by the corporate authorities of each party.

19.3 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 16th day of May, 2017.

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



President


Attest

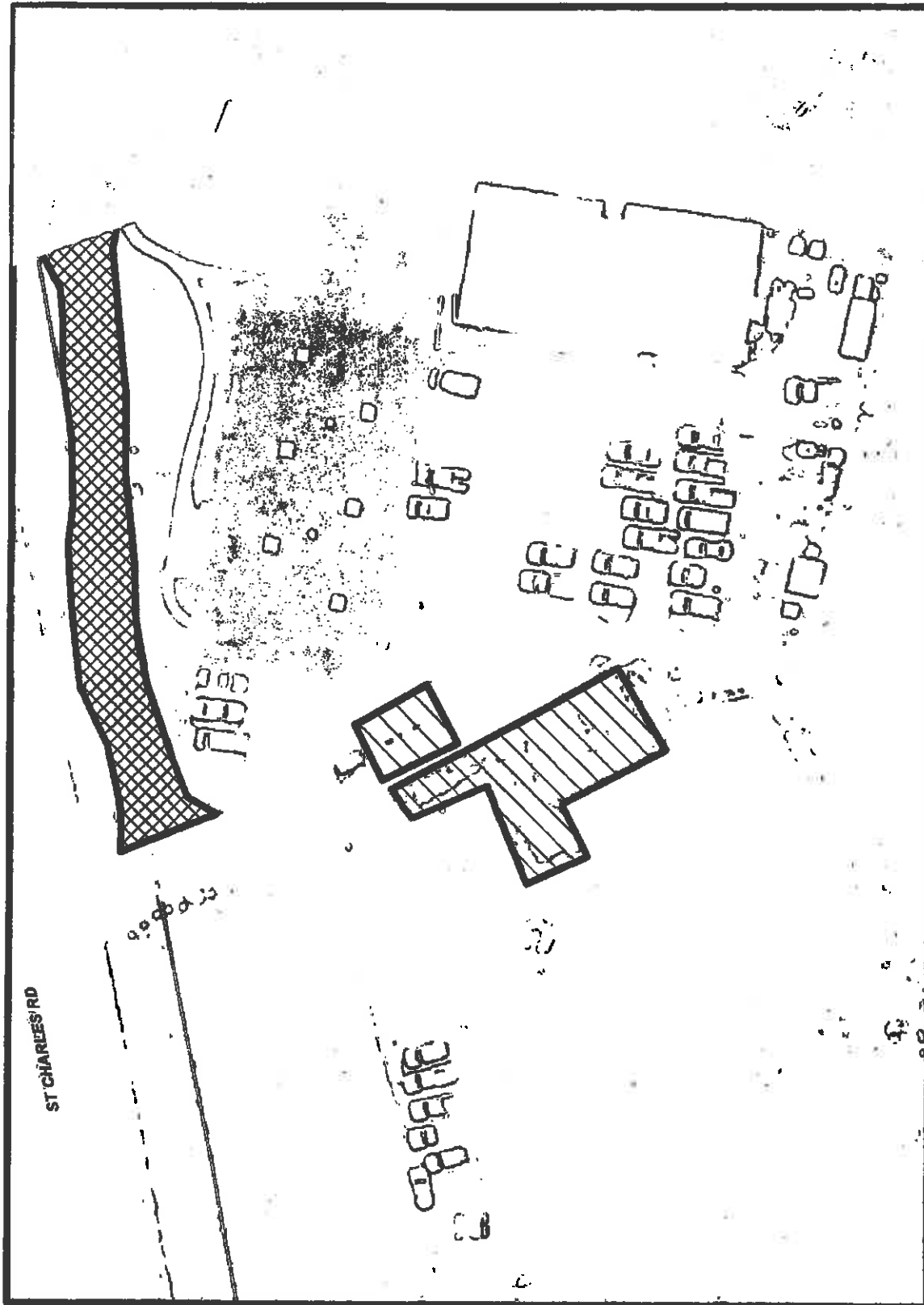
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, IL 60137



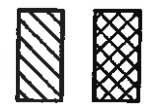
President


Attest

Churchill Woods Improvements - Maintenance Building Property



Legend



Fuel Pump & Fuel Related Infrastructure
(which are specifically excluded from
the lease)
Stone Access Drive (not part of lease)

0 15 30 60 Feet

Land Preservation Department



Exhibit 1

Churchill Woods Improvements - McKee House Property



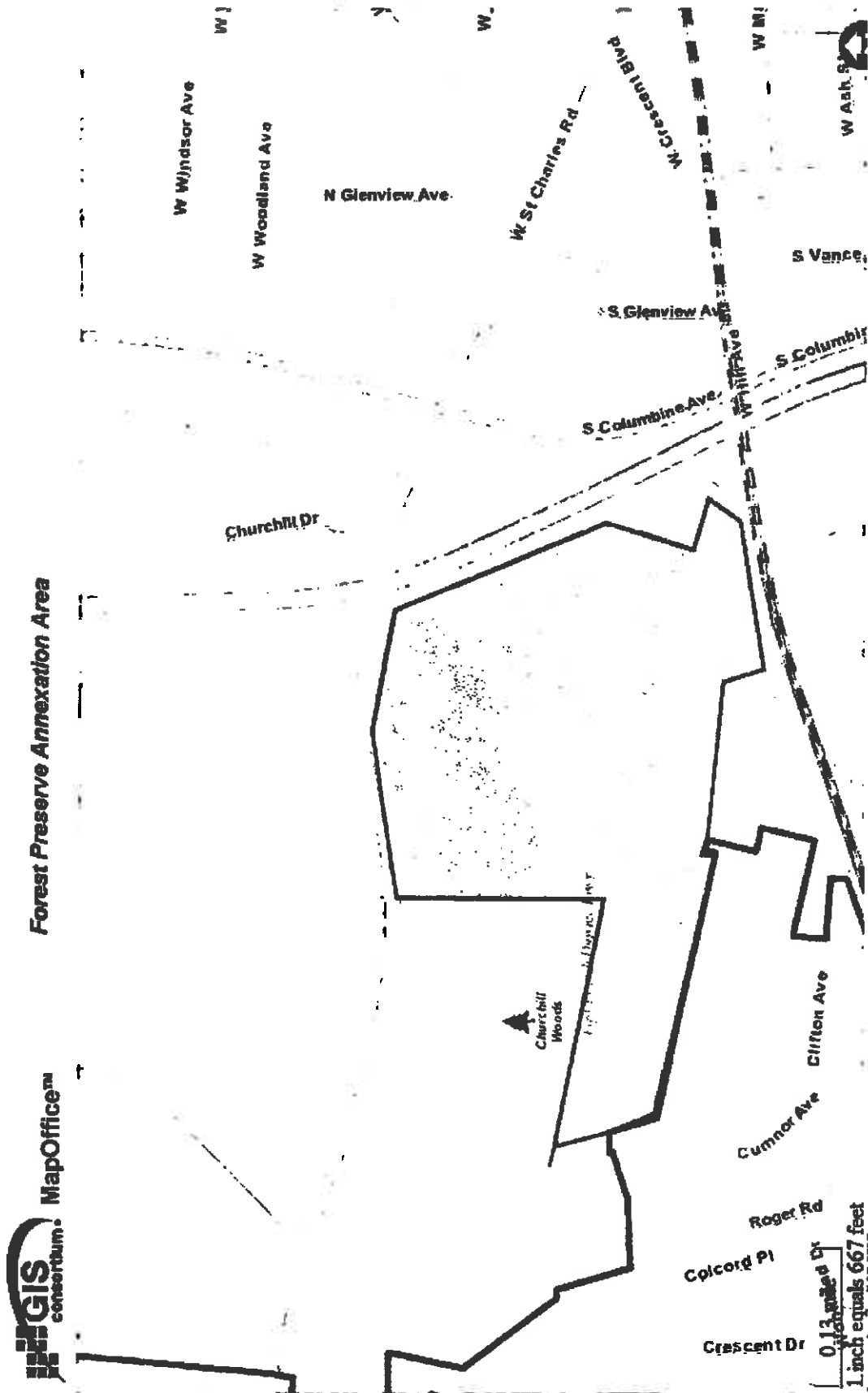
Exhibit 2



Land Preservation Department



Exhibit #3



Forest Preserve Annexation Area

GIS Consortium MapOffice™

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 Disclaimer: This map is for general information purposes only. Although the information is believed to be generally accurate, errors may exist and the user should independently confirm for accuracy. The map does not constitute a regulatory determination and is not a basis for engineering design. A Registered Land Surveyor should be consulted to determine precise location boundaries on the ground.
 Map created on April 27, 2017.

Mark Franz

From: Mike Formento <mikeformento@outlook.com>
Sent: Wednesday, March 4, 2020 11:41 PM
To: Mark Franz; Diane McGinley Personal
Cc: steve.thompson@mpsgus.com; Timothy Mander; Tim Whelan; peter warner; Bill & Marie Delahanty; R. Rosez8; dhebreard@dupageforest.org
Subject: FW: American Legion McKee House Public Use and Public Purpose Statement

Mark & Diane

We believe the most important issue to be resolved is the “public use” determination.

Therefore, the following is the American Legion’s “Public Purpose” statement to be incorporated into a resolution for the Forest Preserve as requested.

We believe this meets the public use issue the Forest Preserve required. Once this is acceptable and formally approved by both the Village and Forest Preserve, we will move forward with the other details.

Mike

McKee House Public Use and Public Purpose Statement

American Legion Post #3 of Glen Ellyn

The American Legion is a federally chartered, nonpartisan, not-for-profit organization commissioned and incorporated by the United States Congress [36 USCA § 21701 (1919)] as a patriotic veterans’ group devoted to mutual helpfulness. The American Legion, which is the nation’s largest veterans’ service organization, is committed to mentoring youth and sponsoring wholesome programs in our communities; advocating patriotism and honor; promoting strong national security; and providing ongoing devotion to our fellow servicemembers, veterans, and their families. The American Legion is both apolitical and nondiscriminatory.

The charter of the American Legion, issued by an Act of Congress, states that the purposes of the American Legion are, among other things to: uphold and defend the Constitution of the United States; promote peace and good will among all peoples of the United States and all nations of the Earth; and devote our efforts to mutual helpfulness and service to our country.

It is through this mission of mutual helpfulness that American Legion Post #3 of Glen Ellyn seeks to operate the McKee House in the public interest and for a public purpose for the residents of DuPage County.

American Legion Post #3 of Glen Ellyn, Illinois, will operate the McKee House in the public interest and for the public purpose of the residents of Glen Ellyn and DuPage County. The McKee House will be available for public use in accordance with the policies and rules set for by the American Legion, the Village of Glen Ellyn, and the Forest Preserve District of DuPage County. American Legion Post #3 of Glen Ellyn will operate the McKee House as a public space for the whole community to use and enjoy. It will be open to the public for public and private events in accordance with policies used by the Forest Preserve District's Facilities Reservation System. The American Legion will be the managing operator of the facility and will coordinate the use, maintenance, and improvements for the McKee House in accordance with the Lease Agreement No. 17-029 between the Village of Glen Ellyn and the Forest Preserve District of DuPage County.

This sublease would be in keeping with the District's mission to operate the facility to promote public educational and recreational uses and to conserve the property for future use. While the American Legion will operate and manage the building, it also will use the facilities as American Legion Post #3, occupying the space in accordance with the District's mission to provide public and private recreational space for the public at large. The District operates many of its facilities, parks, picnic facilities, campgrounds, and shelters for use by the general public for private use. The McKee House will be available for use by the public in accordance with the District's public mission. The McKee House also will be available to the public during normal business hours as determined by the American Legion. In addition, the facility will be available to any group that wishes to rent the facility in accordance with the rules set forth by the District for its public facilities.

American Legion of Glen Ellyn Post #3 will occupy and operate The McKee House for a number of public uses, including:

- as the Post's primary facility for its officers and members;***

- *as an open-to-the-public facility for educational programs; environmental, nature, and conservancy programs; and historical programs;*
- *for community events in cooperation with local organizations such as the Glen Ellyn Historical Society, the Glen Ellyn Park District, the Glen Ellyn Public Library, schools, and religious organizations*
- *as a waypoint and shelter for hikers, bicyclists, birders, and others who visit Churchill Woods;*
- *as a mini-museum highlighting the history of The McKee House, its origins with the CCC and WPA, the history of Churchill Woods, and its use as a forest preserve headquarters and Superintendent Robert McKee's residence in the Churchill Woods Forest Preserve and explaining its status among the Most Endangered Historic Places in Illinois as declared by Landmarks Illinois and why it qualifies to be on the National Register of Historic Places according to the Illinois Preservation Agency; and*
- *for private events such as anniversary parties, birthday parties, bridal showers, weddings, and the like.*

In so doing, American Legion of Glen Ellyn Post #3 expects to serve thousands of the Forest Preserve District's more than 4 million annual visitors. In addition, renting out the space will help generate income for the Post and the District.

In order to facilitate these public uses, American Legion of Glen Ellyn Post #3 plans to:

- *Repair and rebuild as necessary;*
- *Mitigate any mold and asbestos issues;*
- *Ensure the building adheres to ADA guidelines;*
- *Display photos, maps, and other illustrations and educational materials in the house's main room along with detailed placards describing the history of the house, Robert McKee, Ethel Churchill, and Churchill Woods;*
- *Establish an outdoor seating area for visitors to the house and the woods, along with a vending machine to serve those visitors.*

Financial Plan for McKee House

The following is a proposed course of action to secure the necessary funding to restore the McKee house for use by the Glen Ellyn American Legion Post 3, the General Public and the Legacy Group.

Further, the Post recognizes the funding for the rehabilitation of the Mc Kee house is a time sensitive issue and therefore would move expeditiously once we have received permission to be the authorized tenant.

The success of the fundraising program must be predicated on the willingness of the Village and Forest Preserve to publicly support our efforts and to grant the Post direction over the project. Recognize, without this publicized support the Post efforts to raise funds cannot be successful.

Presuming this strong support, the Post will quickly develop a firm timeline with milestone dates to secure funding for the rehabilitation of this historic structure.

With this support the American Legion is prepared to immediately initiate a fundraising program through grants, in-kind services, and cash donations using a variety of resources to include, but not limited to, Federal, State, County, American Legion, trade unions, material resource suppliers. (i.e. Home Depot, Lowe's, Menards)

Additionally, the American Legion will develop a program to "Adopt a Room" and reach out to local civic, philanthropic, and community organization to participate.

The American Legion would open a "Go Fund Me" program and engage all Social media, newspapers, and featured stories to generate additional funding resources.

It should be noted that very limited funds are currently available. However, positive contacts have been made with the Carpenters Union of Chicago, Home Depot, Menards and Glen Ellyn Citizens for Preservation who have indicated a willingness to participate in both in-kind services and cash donations pending additional information.

The Post is convinced once the public becomes aware of our efforts to save this valuable historic structure, provide substantial support for our veterans, and open this facility for educational and event availability for the youth and general public, there will be a ground swell of support and sponsorships.

PUBLIC USE

The question arises as to how and why both organizations provide a common public use through their mutual mission and standards.

For information purposes, please note the following history and the vision statement of the American Legion which was chartered and incorporated by Congress in 1919 as a patriotic veteran's organization devoted to mutual helpfulness.

The American Legion is the nation's largest wartime veterans service organization, committed to mentoring youth and sponsorship of wholesome programs in our communities, advocating patriotism and honor, promoting strong national security, and continued devotion to our fellow servicemembers and veterans.

Hundreds of local American Legion programs and activities strengthen the nation one community at a time. Today, membership stands at 2 million veterans, adding to that all of the families would easily catapult that number by three times.

The American Legion is a nonpartisan, not-for-profit organization with great political influence perpetuated by its grass-roots involvement in the legislation process from local districts to Capitol Hill

As we review the vision statement of the Forest Preserve District of DuPage County which states "We are a nationally recognized conservation agency that envisions a community in which all citizens share a connection with nature and an appreciation for cultural history"

It goes on to say, through their comprehensive plan, "Community Engagement - where the District strives to continuously engage the communities and individuals we serve in an ongoing dialogue and partnership to improve our relationships and foster greater trust and collaboration around common goals."

It continues to add that through "Diversity & Inclusion we seek to honor and represent the growing diversity within our community in our practices, programs and services, communications and the accessibility of our preserves."

It is our belief, when the Historic McKee House is restructure for use, our plan would reach out and offer a myriad of opportunities for all segments of the community who would have an opportunity to use the facilities.

Adding to this will also be the generation of new jobs through operational and management services at the house, while providing on going informational support for all our nations veteran heroes

The reuse of the McKee house, in our opinion, dovetails perfectly with the public use mission of the two organizations. The potential educational use, support for veterans and community activities focuses our joint attention on serving all the diverse segments of Glen Ellyn and beyond. ##

LEGACYMAKERSPACE

Glen Ellyn, IL

March 4, 2020

Ms. Diane McGinley, Village President

Village of Glen Ellyn

535 Duane Street

Glen Ellyn, IL 60137

RE: McKee House, Churchill Woods Forest Preserve
Rehabilitation and Reuse

Dear Diane,

We are writing to request consideration of the following proposal to rehabilitate and reuse the McKee House in Churchill Woods Forest Preserve.

LEGACYMAKERSPACE seeks to enter into a Public-Private Partnership agreement with the Village to accomplish at least (3) goals;

- 1) Save and rehabilitate the McKee House and adjacent garage. Our plan is to save the buildings from the wrecking ball, save the Village public funds required for demolition, support our community's desire to preserve McKee House, and give the buildings purpose, for use by the community.
- 2) Convert the McKee House and adjacent garage into a makerspace. Our makerspace will be open to the community and will focus on Ecology, Science, Technology, Engineering, Arts and Math (ECO-STEAM)
- 3) Demonstrate a successful Public-Private Partnership. Our goal is to provide a destination for people of all ages who desire access to a dynamic, productive workshop environment, where participants can work unsupervised or receive training and guidance to create their own projects, using a wide variety of tools and materials. We will strive to collaborate closely with numerous government entities, forest preserves, school districts, private groups and individuals. We hope to create a community of makers, artisans, apprentices and trade professionals, who work together in a dynamic industrial arts workshop atmosphere that encourages learning, innovation, creativity and entrepreneurship.

Page 2

In order to achieve our goals, we believe the following items need to be part of our agreement:

LEGACYMAKERSPACE will execute a sub-lease for 30 years to operate the McKee House, the adjacent garage structure, and a small amount of space surrounding the buildings.

LEGACYMAKERSPACE will support the fundraising efforts of the McKee Preservation Group for the rehabilitation of the house, pump house and garage buildings. We will also work with other interested parties who come forward.

LEGACYMAKERSPACE will solicit fundraising for preparing, equipping and operating the makerspace workshops in the house and garage, and to oversee client and guest use of the facilities. These efforts will be ongoing after we receive our 501C(3) status.

LEGACYMAKERSPACE will maintain General Liability, Property and Umbrella Insurance, with reasonable coverage and standard limits, naming the Village of Glen Ellyn and DuPage County Forest Preserve as additional insureds.

LEGACYMAKERSPACE will be open to the public and will charge fees for craft and vocational training programs, makerspace usage, and use of space for private events and classes. As a not-for-profit, the means and methods of revenue generation available to us are limited.

LEGACYMAKERSPACE or the clients and guests thereof, will retain all rights of ownership of their own product(s) or invention(s) resulting from their activities at the makerspace.

LEGACYMAKERSPACE will include a new water well, and a limited access/ limited use elevator as part of the planned rehabilitation.

LEGACYMAKERSPACE will develop construction plans for review by the Village prior to construction.

In advance of a formal agreement between us, and as an expression of good faith and our commitment to this project, **LEGACYMAKERSPACE** will do the following;

- Begin holding regular public meetings to raise awareness and solicit funding for the rehabilitation of the buildings. Our first meeting will be at the Glen Ellyn Historical Society.
- Engage the public via social media platforms commonly used in our community.
- Solicit likely corporate and institutional donors for in-kind and cash donations, and grants.

LEGACYMAKERSPACE is a startup Not-For-Profit enterprise. What we lack in longevity, we make up for in enthusiasm. We believe the desire to rehabilitate these buildings and give them a purpose in our community has existed for years but has lacked a sustaining purpose. Furthermore, we believe our goal of generating revenue to operate and maintain the buildings without burdening the Village should be a high priority of any effort to repurpose these structures. We believe our plan to make the buildings available for public use within the parameters and offerings of our makerspace environment will accomplish that goal.

Page 3

Regarding the efforts by the American Legion, Post #3, to assist in rehabilitation of these buildings, and occupy a portion of the McKee House for their Post operations, **LEGACY MAKERSPACE** is glad to be their tenant if the Village comes to an agreement with them. We are enthusiastic about working with the American Legion to support vocational training for all veterans who seek it.

Regarding the public use question posed by the Forest Preserve, we believe our makerspace will provide a service to the community at large and align well with the stated guiding principles of the Forest Preserve; Stewardship, Sustainability, Community Engagement, Innovation, Empowerment, Diversity & Inclusion.

Our focus on ECO-STEAM will naturally encourage our guests to consider ecology and the environmental impact of what they are doing. The AltusWorks feasibility report states on page 9 that the Forest Preserve District directed AltusWorks to develop an adaptive reuse plan for McKee House as a "Business- Adult Education use, with an alternate use of small assembly." This is what we propose for these buildings, and we will encourage people of all ages to take part in our menu of programs and classes.

Our immediate goal is to raise over \$400,000. to demonstrate to the Village and Forest Preserve that this project is viable and that there is public and corporate interest in moving forward toward rehabilitation and reuse of the McKee House buildings.

I hope you will seriously consider our proposal.

Sincerely,



Tim Mander

LEGACY MAKERSPACE

962 Highland Avenue

Glen Ellyn, IL 60137

t.mander@aol.com

630 488 2808

LEGACY MAKERSPACE

Glen Ellyn, IL

Business Plan Summary

March 4, 2020

Philosophy and Vision: Every definable outcome starts with a philosophy. Philosophy and vision drive the formation of ideas that identify tasks and create activity, which eventually produce a desired outcome.

The philosophy and vision of Legacy Makerspace is threefold:

1) Save and rehabilitate McKee House. Save the buildings from the wrecking ball. Save the Village public funds required for demolition. Support our community's desire to preserve McKee House. Give the buildings purpose.

2) Convert the McKee House and adjacent garage into a makerspace. Our makerspace will be open to the community and will focus on Ecology, Science, Technology, Engineering, Arts and Math (ECO-STEAM)

3) Demonstrate a successful Public-Private Partnership. Our goal is to provide a destination for people of all ages who desire access to a dynamic, productive workshop environment, where participants can work unsupervised or receive training and guidance to create their own projects, using a wide variety of tools and materials. We will strive to collaborate closely with numerous government entities, forest preserves, school districts, private groups and individuals. We hope to create a community of makers, artisans, apprentices and trade professionals, who work together in a dynamic industrial arts workshop atmosphere that encourages learning, innovation, creativity and entrepreneurship.

Key Partners:

Village of Glen Ellyn.

DuPage Forest Preserve.

American Legion.

Glen Ellyn Historical Society.

Glen Ellyn Forest Preserve.

COD.

local school districts.

private groups, corporate donors.

individual makers.

Page 2

Key Activities:

Infrastructure: Outfit and Maintain the makerspace.

Guest relations: Provide scheduling and supervised access to the makerspace for structured and unstructured activities.

Advertise: work to make our facility known to as many people as possible by utilizing our key partners, media, trade publications, makerspace and ECO-STEAM learning organizations.

Learn and Adapt: Learn the needs of the individuals we aim to serve and adapt to their needs.

Value Propositions:

Cost: Develop a cost-per-use structure that allows access to anyone who wants to benefit from our makerspace experience.

Training: provide beneficial skills training at a reasonable cost.

Education: Offer learning opportunities in all ECO-STEAM disciplines.

Teaching: Provide teaching opportunities for artisans and experts in all ECO-STEAM disciplines.

Product Sales: assist makers with sales of their crafts and products through our website marketplace and semi-annual open houses aimed at showcasing the work of our makers.

Customer Relations:

Youth: Introduction to the industrial arts, fun crafts and art projects.

Veterans: Training for veterans and disabled veterans who need to learn new skills.

Individuals: Provide opportunities and a productive environment for creating and making.

Groups: Provide a destination for groups to gather and experience a variety of opportunities for making, learning and being in community.

Generations: Strive to provide a way for mentors to connect with those who desire a mentor. This includes a program to connect people from different generations to create learning opportunities and support for everyone involved.

Customer Segments:

Who is our guest and client? We hope everyone will be. The workshop will be a dynamic environment. We hope to generate interest and participation in ecology, science, technology, engineering, arts and math (ECO-STEAM) projects. We are aiming to serve every age group and level of expertise.

Page 3

Key Resources:

Our key resource will be our people. Our benefit to the community will grow if our clients feel welcome and receive meaningful training and encouragement. We believe we will attract people from every generation if our workshop is well appointed and staffed with friendly, knowledgeable staff.

Communication. We will initiate and maintain a very active communication program to get the word out about our facility and the programs we plan to offer. We will use social media platforms, and traditional media outlets to advertise our existence and offerings.

Cost Structure. Our operational cost structure consists of part-time and fulltime labor, incidental materials and tools, utilities for workshop operations, and general conditions. Annual fulltime labor of \$200,000 is anticipated for supervision of workshop activities. Part time labor costs will depend on scheduling, classes, events and workshop use. We anticipate a total cost per week of about \$5,000.

Revenue Streams. Legacy Makerspace will operate as a charitable tax-exempt enterprise. Revenue to support our operations will be obtained from a variety of sources, including donations, member and nonmember use fees, sales of project kits, sales of completed projects, sales of wood products, "tuition" from vocational classes, fees from use of space for private events. We are confident that our revenues will match our total cost of operations.

LEGACY MAKERSPACE		
at McKee House, Glen Ellyn, IL 60137		Business Plan Summary
		March 4, 2020
EXPENSES and REVENUES:		
EXPENSES:		
utilities: electric, gas, telecomm.		12000
insurance		12000
direct labor		100000
contract labor		20000
advertising, maintain website usage		12000
legal & professional fees		12000
equipment maintenance		12000
facility maintenance		22000
Incidental supplies		24000
raw materials		24000
Total Anticipated Annual Expenses:		250000
REVENUES:		
first time, one time guests; 2 to 4 hours	1000	
returning guests; 2 to 4 hours	1000	
shop and safety orientation-basic (everyone)	2000	40000
safety orientation- advanced	400	20000
tool usage learning classes. 10/ class.	100	40000
workshop usage- basic skills and tools	500	8000
workshop usage- advanced. 4 hours avg.	400	32000
workshop usage- self directed. 4 hours avg.	200	16000
weekend classes (200) per year	200	40000
group events- workshop	20	10000
group events- private	50	24000
open house sales events. 2/ year:	2	20000
Total Anticipated Annual Revenue:		250000
expenses and revenues wash out to zero \$.		



**Forest Preserve District
of DuPage County**

35580 Naperville Road
P.O. Box 5000
Wheaton, IL 60189

630.933.7200
Fax 630.933.7204
TTY 800.526.0857
dupageforest.org

Sent by Email gmathews@glenellyn.org

February 10, 2020

Mr. Gregory S. Mathews, Village Attorney
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, Illinois 60137

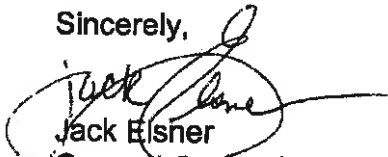
Dear Greg,

The Executive Director has received follow-up information from the American Legion. He asked me to review the material to see whether this changes my opinion as to "public use".

Please find enclosed the additional material and a copy of my opinion to the Executive Director. My opinion remains the same.

Hope all is well.

Sincerely,


Jack Elsher
General Counsel

Enclosures (4)

- *Public Use*
- *Business Use and Operational Plan*
- *Financial Plan for McKee House*
- *Legacy Makerspace*

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Sent by Email gmathews@glenellyn.org

January 22, 2020

Mr. Gregory S. Mathews, Village Attorney
Village of Glen Ellyn
535 Duane Street
Glen Ellyn, Illinois 60137

Dear Greg,

I hope that this letter finds you well. The Forest Preserve District of DuPage County (District) has leased certain property to the Village of Glen Ellyn (Village) pursuant to the Local Government Transfer Act, 50 ILCS 605/1(c). The McKee House is located on that leased property. That Lease provides that the McKee House can be subleased to the Glen Ellyn Park District, College of DuPage, and Glen Ellyn Historical Society for a public purpose.

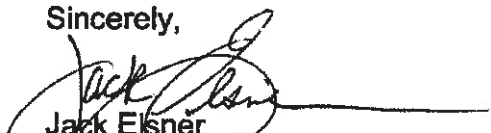
The American Legion wants to lease and have "complete control" over the McKee House for a designated period of years. The American Legion limits its membership to about 2% of the population. "Complete Control" by the American Legion would limit access to the McKee House to its members and invitees. The American Legion would also seek to be able to rent or sublease this property to other parties for private purposes.

I have given my opinion to our Executive Director on the legality of allowing the American Legion to sublease the McKee House. I want you to be aware of my opinion.

The Local Government Transfer Act only allows the District to lease or allow the sublease of property when it is for a "public purpose". Also, the District cannot do indirectly through the Village that which it can not do directly.

The subleasing of property by the District to the American Legion is not for a public purpose. The public who are not members of the American Legion would be excluded from this property. Therefore, it is my opinion that the District can not amend the Lease to allow the McKee House to be subleased to the American Legion.

Sincerely,



Jack Elsner
General Counsel

c: President Hebreard
Commissioner Whelan

**Forest Preserve District of DuPage County**

Memo

Date: December 23, 2019
To: Executive Director Stevenson
From: General Counsel Elsner
Re: McKee House – Legion Proposal Letter

The FPDDC leased certain land to the Village of Glen Ellyn pursuant to the Local Government Transfer Act, 50ILCS 605/1(c)

§ 3.1. Any municipality may lease for any term not exceeding 50 years to any other municipality real property owned or held by the transferor municipality, or any part thereof or interest therein, upon such terms and conditions and for such uses as may be agreed upon by the corporate authorities of both the transferor and transferee municipalities in the same manner as is provided in paragraph (a) of Section 2 of this Act for the conveyance of real estate to a transferee municipality.

This amendatory Act of 1975 is not a limit on any home rule unit.

This amendatory Act of 1975 is not a limit on the associational or contractual powers granted in Article VII, Section 10 of the Illinois Constitution.

The American Legion wants “complete control” over the McKee house for a designated period of time. This is not a license. It is a lease.

The FPDDC does not have authority to lease property to the American Legion or any other non-governmental entity. It can only lease property to a municipality. It can license activity on District property that is consistent with the Downstate Forest Preserve Act.