

COUNCIL WORKSHOP ITEM

ITEM: Park and Ride Lease Agreement
DATE: April 16, 2002
PREPARED BY: John J. Bajor, Jr., Public Works Director
Stan Balicki, Support Services Manager
PURPOSE: **Authorize execution of an agreement between American Land Management Corporation and the Village of Downers Grove for the lease of parking spaces for the Village's Park and Ride Program.**

DISCUSSION:

The attached lease renewal would provide for another three year lease of 48 parking spaces at the Fairview Plaza Shopping Center located at the northwest corner of 75th Street and Fairview Avenue. The lease terms remain unchanged with the Village paying \$0.25 per day per vehicle parking in the commuter spaces in order to ride the Grove Commuter Shuttle.

This agreement has been a mutually beneficial arrangement for the past 14 years. In 2001/02 a total of 270 park and ride passengers rode the bus with costs to the Village of \$67.50. If the Council concurs with staff's recommendation to continue this program it would be appropriate to place the lease agreement on a future active agenda for passage by Resolution.

It is important to highlight that the agreement does contain a provision permitting termination of the agreement by either party upon 90 days written notice.

ATTACHMENT:

- 1) Agreement between the American Land Management Corporation and the Village of Downers Grove for the lease of parking spaces for the Village's park and ride program.

RECOMMENDATION:

Staff recommends that the Village Council consider authorizing execution of the attached lease agreement.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT
WITH AMERICAN LAND MANAGEMENT CORPORATION FOR THE LEASE OF
PARKING SPACES FOR THE VILLAGE'S PARK AND RIDE PROGRAM**

BE IT RESOLVED by the Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of an agreement providing for the lease of forty-eight (48) parking spaces at the Fairview Plaza Shopping Center in the Village of Downers Grove (the "Agreement"), between the Village of Downers Grove (the "Village") and the American Land Management Corporation, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Mayor and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Passed:

Mayor

Attest: _____

Village Clerk

LEASE AGREEMENT FOR PARKING

THIS AGREEMENT, made this ____ day of _____, 2002, by and between the Village of Downers Grove, an Illinois municipal corporation (the "Village"), and American Land Management Corporation (the "Managing Agent"),

WITNESSETH

WHEREAS, the Village owns and operates a public transportation system, which includes a bus system for providing rides to commuters from various locations to the Burlington-Northern train stations; and,

WHEREAS, the Village Council has determined it to be necessary and desirable to provide a location at which the riders of its commuter transportation system can park and then ride the Village bus; and,

WHEREAS, the Managing Agent leases space in, manages and operates the shopping center which is located at the northwest corner of Fairview Avenue and 75th Street (the "Property"), including the parking area associated with such center, on behalf of the beneficial owner thereof, Fairview Plaza Associates, an Illinois limited partnership, and has full authority on its behalf to enter this Agreement; and,

WHEREAS, the parking which is available on the Property exceeds that which is currently necessary for uses associated with such shopping center; and

WHEREAS, the Managing Agent is willing to lease to the Village certain parking spaces on the Property, and to continue to maintain them in conjunction with its routine maintenance of the entire parking lot located on the Property; and

WHEREAS, the Village Council finds that the location of the Property is suitable for the purpose of providing parking for commuters who wish to use the Village's bus system; and

WHEREAS, the Village and the Managing Agent have executed and been operating under lease agreements for parking for approximately the past fourteen years; and

WHEREAS, the Village and the Managing Agent desire to enter into a similar lease agreement for a three year term,

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Managing Agent hereby agrees to lease to the Village a total of forty-eight (48) parking spaces for commuter parking, such spaces to be located in the area on the Property depicted on the diagram thereof attached hereto and incorporated herein by reference as Exhibit "A" (the "Commuter Spaces"). It is intended by the parties that this lease be exclusive to the Village, and that each party will use reasonable efforts to maintain the commuter spaces exclusively for commuter parking until 8:30 A.M., Monday through Friday, after which time any vacant commuter space may be utilized for other shopping center parking as needed.

2. The Village shall erect signs on the Property in the area of the Commuter Spaces identifying the area available for commuter parking. Upon termination of this Agreement pursuant to Paragraph 7 hereof, the Village shall, at its sole cost and expense, remove such signs and shall patch and restore the pavement where the signs were located to its condition as of the date of this Agreement, normal wear and tear excepted.

3. The Village shall pay the Managing Agent twenty-five cents (\$0.25) per vehicle per day for passengers parking in the Commuter Spaces.

4. The Village will, through its bus drivers, keep a careful and accurate daily accounting of the number of persons parking in the Commuter Spaces and riding the Village bus, and will provide to the Managing Agent a statement of such accounting, with its payment, on or before the thirtieth (30th) of May each year.

5. As part of its routine and regular maintenance of the entire parking lot of the Property, the Managing Agent shall be responsible to maintain the Commuter Spaces, and to plow such spaces during the winter months as needed.

6. The Managing Agent retains the right to remove abandoned cars from the Commuter Spaces in the same manner and pursuant to the same legal procedures as it would remove abandoned cars in any other portion of the parking lot on the Property.

7. This Agreement shall be for a term ending April 30, 2005, renewable by Agreement of the parties, and subject to termination at any time prior to its expiration upon written notice by any party to the other no less than ninety (90) days prior to the proposed date of termination. Notices pursuant to this paragraph shall be directed to the respective parties as follows:

VILLAGE: Village of Downers Grove
Attention: Village Manager
Civic Center
801 Burlington Avenue
Downers Grove, IL 60515

MANAGING AGENT: American Land Management Corporation
1550 Spring Road
Oak Brook, IL 60521-1390

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their designated and authorized officers.

VILLAGE OF DOWNERS GROVE

BY: _____
Mayor

ATTEST:

Village Clerk

MANAGING AGENT:

AMERICAN LAND MANAGEMENT
CORPORATION

BY: _____
(Title)

ATTEST:

EXHIBIT A

