



MANAGER'S MEMO ITEM

ITEM: Lease Agreement – 75th Street at Fairview Avenue Park N Ride

WORKSHOP DATE: May 24, 2005

PREPARED BY: David Barber, P.E. Director of Public Works
Dorin Fera, AICP, Traffic Engineering Manager

BID AMOUNT: _____ **ACCOUNT:** 478.346.0000.5484

BUDGET AMOUNT: \$ 250.00

PURPOSE: To request Council approval for extending the Village’s lease agreement with the Property Owner for a Park N Ride facility.

BACKGROUND:

The Village has had an agreement for a Park and Ride operation at this location for over fourteen years. The current agreement expired on April 30, 2005. As part of the Village’s public transportation system, the Park N Ride areas designated for commuter parkers are valuable in providing a direct transit service to the Main Street Burlington Northern Santa Fe Railroad trains.

The shopping center located at the northwest corner of Fairview and 75th Street. Within the last couple of years, the shopping center has been acquired by the Rossi Real Estate Corporation, located in Downers Grove. Staff has been in contact with the current owner and they have been receptive to maintaining the exact configuration and set-up of the previous arrangement. Staff is requesting this agreement be made for a period of five years.

ATTACHMENTS:

The following items are attached for Council review:

- Lease Agreement for Parking
- A Resolution Authorizing Execution of an Agreement with Rossi Real Estate Corporation for the Lease of Parking Spaces for the Village’s Park and Ride Program.

STAFF RECOMMENDATION:

Staff is recommending that the Village Council approve the proposed lease agreement with Rossi Real Estate Corporation for use of their facility.

REQUESTED COURSE OF ACTION:

- Place this item on the June 7, 2005 Council Meeting agenda for approval.

LEASE AGREEMENT FOR PARKING

THIS AGREEMENT, made this ____ day of _____, 2005, by and between the Village of Downers Grove, an Illinois municipal corporation (the "Village"), and Rossi Real Estate Corporation (the "Managing Agent"),

WITNESSETH

WHEREAS, the Village owns and operates a public transportation system, which includes a bus system that provides rides to commuters from various locations to the Burlington-Northern Santa Fe Railroad 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, and has full authority on its behalf to enter this Agreement; and,

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

WHEREAS, the Managing Agent desires 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 five (5) 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 from 4:30 A.M. 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. The parties agree that the most accurate method for determining the amount owed by the Village to the Managing Agent is as stated in this paragraph.

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. The provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties, their legal representatives, successors and assigns, and shall run with the title of Licensee's Property.

8. (a) To the fullest extent permitted by law, Managing Agent agrees to protect, indemnify, defend and forever hold harmless the Village, its council members, directors, officers, employees, agents, contractors, licensees, successors and assigns against and from, and to assume all liability and expense, including court costs and attorneys' fees for, death or injury to any person or persons and all loss, damage or destruction to any property caused by, attributable to or resulting from Managing Agent's activities on or use of the Commuter Spaces or any portion thereof pursuant to the terms and provisions of this Agreement, or Managing Agent's negligence or failure to comply with the provisions of this Agreement; provided, however, in no event shall this indemnification apply to the any such damages arising from the negligence or willful misconduct of Village.

(b) In all contracts executed by the Managing Agent for routine or any other maintenance of the Commuter Spaces or for the construction, rehabilitation, improvement, repair or maintenance of structures, facilities or improvements located on the Property, or to be located on the Property or on the Commuter Spaces, the Village will require appropriate clauses to be inserted requiring contractors to indemnify, hold harmless and defend the Village, its council members, directors, officers, employees, agents, contractors, licensees, successors and assigns from and against any and all risks, liabilities, claims, demands, losses, and judgments, including court costs and attorneys' fees, arising from, growing out of, or related in any way to work performed by such contractors(s), or their officers, employees, agents or subcontractors, and their agents or employees.

(c) The Managing Agent will further cause appropriate clauses to be inserted in all such contracts requiring contractors to procure and maintain comprehensive policies of insurance, as hereinafter set forth, insuring contractor, Village, its council members, directors, officers, employees, agents, contractors, licensees, successors and assigns from and against any and all risks, liabilities, claims, demands, losses and judgments, including court costs and attorneys' fees, arising from, growing out of or in any way related to the work performed or to be performed by such contractor(s), whether or not any such liability, claim, demand, loss or judgment is due to or arises from the acts, omissions or negligence of such contractor(s), or their officers, employees, agents or subcontractors and their agents or employees.

(d) The indemnification and hold harmless provisions set forth in this Agreement shall survive termination of this Agreement and shall not be construed as an indemnification or hold harmless against and from the negligence of the Village.

9. With respect to this Agreement, Managing Agent shall purchase insurance for the minimum coverage set forth below. Further, Managing Agent shall furnish certificates of insurance to the Village evidencing the insurance coverage required herein and shall name the "Village of Downers Grove, its officers, officials, employees and volunteers" as additional insureds. With respect to Managing Agent's obligations hereunder, Managing Agent shall procure insurance coverage set forth below, or a combination thereof. The Managing Agent shall require its contractors and subcontractors that perform work on the Commuter Spaces to procure and maintain the insurance coverage set forth below. The insurance specified shall be carried until all work required to be performed under the terms and provisions of this Agreement are completed. Managing Agent and its contractors or subcontractors shall furnish to the Village certificates of insurance evidencing the insurance coverage required herein and showing The Village as additional insureds. The following coverage amounts are stipulated:

- (1) General Liability:
 - (A) Bodily Injury \$ 2,000,000 each occurrence

- | | | |
|-----|--|------------------------------|
| (B) | Property Damage | \$ 2,000,000 each occurrence |
| (2) | Automobile Liability
with Extended Coverage:
Property Damage | \$ 1,000,000 each occurrence |
| (3) | Workmen's Compensation
and Employer Liability: | statutory amounts |

10. This Agreement shall be for a term ending May 30, 2010, 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: Rossi Real Estate Corporation
2801 Centre Circle
Downers Grove, IL 60515

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

VILLAGE OF DOWNERS GROVE

ROSSI REAL ESTATE CORPORATION

By: _____

By: _____

ATTEST:

Village Clerk

Subscribed and sworn to before me this _____
day of _____, 2005.

Notary Public

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT
WITH ROSSI REAL ESTATE 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 Rossi Real Estate 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 the Resolution are hereby repealed.
5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk