

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

 X Resolution or Ordinance (Blue) _____ *Waiver of First Requested*
_____ Recommendations of Boards, Commissions & Committees (Green)
_____ Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: Scott Niehaus, Village Manager

DATE: August 14, 2018 (B of T) Date: August 16, 2018

TITLE: Cruise Nights – License Agreement with AT&T for use of a portion of
the Parking Lot at 20 N. Main Street

SUBMITTED BY: Nicole Aranas, Assistant Village Manager

BACKGROUND/POLICY IMPLICATIONS:

Attached please find a resolution authorizing signatures of the Village President and Village Clerk on a License Agreement authorizing the Village of Lombard to use a portion of the parking lot at 20 N. Main Street for the Cruise Nights Summer Concert Season Finale on August 25, 2018.

Please place this item on the August 16, 2018, Board of Trustees consent agenda.

Review (as necessary):

Village Attorney X _____ Date _____
Finance Director X _____ Date _____
Village Manager X _____ Date _____

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



#180362
DISTRICT 1

MEMORANDUM

TO: Scott Niehaus
Village Manager

FROM: Nicole Aranas *NA*
Assistant Village Manager

DATE: August 14, 2018

SUBJECT: Cruise Nights – License Agreement for Use of a portion of AT&T’s Parking Lot
at 20 N. Main Street

Lombard Cruise Nights Summer Concert Season Finale will be held on Saturday, August 25, 2018, from the hours of 5:30 p.m. to 10:30 p.m. in downtown Lombard.

The Village is entering in to a licensing agreement with AT&T for the purpose of using their parking facilities at 20 N. Main Street. The attached Resolution authorizes the signatures of the Village President and Village Clerk on the License Agreement submitted by AT&T to permit use of a portion of the AT&T parking lot for public parking for the Lombard Cruise Nights Summer Concert Season Finale.

RESOLUTION
R -18

**A RESOLUTION AUTHORIZING SIGNATURE OF PRESIDENT AND CLERK
ON AN AGREEMENT WITH AT&T AT 20 N. MAIN STREET
AUTHORIZING THE VILLAGE OF LOMBARD
TO USE THEIR PARKING LOT FOR CRUISE NIGHTS ON AUGUST 25, 2018**

WHEREAS, the Village of Lombard intends to host and operate “Cruise Nights Summer Concerts Season Finale” on Saturday night August 25, 2018, from 5:30 p.m. to 10:30 p.m.; and,

WHEREAS, the Cruise Night Summer Concerts Season Finale requires provision of additional parking facilities for the public in the Village’s downtown; and

WHEREAS, the Licensor has authority to, and is willing to, allow event attendees be to park on the Subject Property during said “Cruise Nights Summer Concert Season Finale”.

NOW, THEREFORE, Be It Resolved by the President and Board of Trustees of the Village of Lombard, Du Page County, Illinois, as follows:

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said Agreements as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said agreements as attached hereto.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

Adopted this ___ day of ____, 2018.

Ayes: Trustee Whittington, Fugiel, Foltyniewicz, Johnston, Pike and Ware

Nays: None

Absent: None

Approved this ___ day of ____, 2018.

Keith T. Giagnorio
Village President

ATTEST:

Sharon Kuderna
Village Clerk



Lori Skrezyna
225 W. Randolph – 13th fl.
Chicago, IL 60606
LS6189@att.com
312-814-8014

August 9, 2018

Village of Lombard
Avis Meade
255 E. Wilson Avenue
Lombard, IL 60148
meadea@villagcoflombard.org

Re: Temporary use of a portion of the parking lot owned by Illinois Bell Telephone Company, d/b/a AT&T Illinois (“AT&T”) at 20 N. Main, Lombard, Illinois (the “Property”)

Dear Ms. Meade,

Village of Lombard (“VOL”) has requested permission to use a portion of the parking lot on the Property owned by AT&T, for the temporary non-exclusive use, on August 25, 2018. (“Permitted Use”). AT&T grants such use subject to the following terms and conditions:

1. VOL’s use is limited to the parking of vehicles in the parking lot only
2. VOL shall use the Property only during the following time:

August 25, 2018 4:00 p.m. to Midnight
3. VOL shall not park in any of the areas circled in red on the attached Exhibit “A”. This includes all handicap parking spaces. VOL will clearly block off access to both areas retained for AT&T use only (using such items as: signs / “horses” / caution tape, etc.).
4. VOL accepts the Property “AS IS.” AT&T makes no representation regarding the suitability of the Property for the intended use. AT&T makes no representations or warranties as to the fitness of the Property for the Permitted Use or any other purpose. AT&T makes no representations or warranties with respect to the condition of the Property. AT&T shall not be responsible for, and VOL for itself and its agents, employees, contractors, and invitees, releases, discharges, and indemnifies AT&T from and against any claim, loss, cost or damage arising out of the condition of the Property.

5. *VOL* shall be solely responsible for the safety and security of the persons and property of *AT&T* or its agents, employees, contractors, and invitees in using the *Property*. *AT&T* shall not be responsible for, and *VOL* for itself and its agents, employees, contractors, and invitees releases and discharges *AT&T* from any claim, loss, cost or damage arising out of the safety or security of the persons or property of *VOL* or its agents, employees, contractors, and invitees in using the *Property*.
6. *VOL* hereby agrees to assume all liability for, and indemnify, defend and hold harmless *AT&T* from any and all damages, losses, claims, demands, suits, costs, or expenses resulting from any injury to persons, including death, or damage to property arising from the use of the *Property* by *VOL*, its agents, employees, contractors, or invitees, except to the extent caused by the gross negligence or intentional misconduct of *AT&T*.
7. *VOL* shall protect the improvements and personal property of *AT&T* located on the *Property* against destruction, damage or defacement. *VOL* will be responsible to *AT&T* for any damage done to the property of *AT&T* occurring while *VOL* is using the *Property*. *VOL* shall clean up and return the *Property* to *AT&T* in the same condition as when first used by *VOL*.
8. *VOL* shall carry commercial general liability insurance in the amount of not less than \$1,000,000. *VOL* shall name *AT&T* as an additional insured on such policy and shall provide *AT&T* with a certificate evidencing such insurance, and *AT&T* status as an additional insured, prior to exercising the permission caused hereunder.
9. All activities conducted on the *Property* by *VOL* or its Users will at all times comply with all laws, rules, ordinances, directives, orders and regulations of all governmental authorities, including all conditions of all governmental licenses, permits and approvals applicable.
10. *VOL* shall not assign or transfer any right or interest under this Agreement without the prior written consent of *AT&T*, which consent may be granted or withheld in the sole discretion of *AT&T*. Any attempted assignment or transfer in contravention of the foregoing shall be null and void without force or effect.

Village of Lombard
August 9, 2018

Please indicate *VOL*'s acceptance of these terms and conditions by signing below and returning the original of this letter to me at the above address. If you have any questions, please contact Linda Benedetto at 312-814-0616.

Sincerely yours,

Lori Skrezyna
Sr. Portfolio & Transaction Manager

Accepted and agreed to by *VOL* this _____ day of _____, 2018.

Village of Lombard

By: _____
(Signature)

(Name printed)

Its: _____
(Title)

EXHIBIT "A"

**20 N. Main
Lombard, IL**

