

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


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

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: Scott R. Niehaus, Village Manager

DATE: July 8, 2014 (B of T) Date: July 17, 2014

TITLE: Lamar Companies Reimbursement Agreement

SUBMITTED BY: Department of Community Development 

BACKGROUND/POLICY IMPLICATIONS:

The Department of Community Development transmits for your consideration a request to authorize a Reimbursement Agreement with Lamar Companies to explore opportunities to construct and operate automatic changeable copy (ACC) billboard signs on selected Village owned properties. (DISTRICT #1)

Staff recommends approval of this request.

Fiscal Impact/Funding Source:

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.



## MEMORANDUM

**TO:** Scott R. Niehaus, Village Manager

**FROM:** William J. Heniff, AICP, Director of Community Development *WJH*

**DATE:** July 17, 2014

**SUBJECT:** **Lamar Companies Reimbursement Agreement**

Village staff has been approached by Lamar Companies to explore opportunities to construct and operate automatic changeable copy (ACC) billboard signs on selected Village owned properties. Staff has had initial discussion regarding such policies and opportunities. In review of the matter, staff notes that consideration of their request will require significant engagement of Village Counsel time and expense to review any pertinent matters associated with entitlements and preparation of any agreement documents that would need to be executed by the relevant parties.

To address this request, Lamar Companies has consented to enter into an agreement to compensate the Village for review costs associated with their proposal. Such costs would be reimbursed regardless of whether they secure all required approvals from the Village or other approval entities. This approach is consistent with the process utilized by Spectrum Development in the creation of Special Service Area #7 in 2013 and is also consistent with the provisions of Chapter 16 of Village Code.

Entering into this agreement does not bind the Village to ultimately grant any future approvals that would be necessary. Rather, it is only intended to cover the Village's legal fees pertaining to the request. Final approvals will be brought to the Village Board upon completion of the drafting process and any requisite public hearings are completed.

Lamar Companies is exploring billboard locations in the community that are located in non-residential zoning districts and away from existing residences. Consistent with past Village Board desires, removal of existing billboards will also be a part of any future discussions and review.

### **RECOMMENDATION**

Staff recommends that the Village Board authorize the execution of the attached reimbursement agreement with Lamar Companies.

**AGREEMENT TO REIMBURSE COSTS**

Date: \_\_\_\_\_

7/8/14

Requestor: LAMAR COMPANIES

Affected Property: P.I.N.s: 05-12-202-029 and  
05-12-209-005  
Lombard, Illinois 60148

Prepayment: \$5,000.00

**Recitals**

WHEREAS, Requestor has requested the Village of Lombard, Illinois (the "Village") to consider entering into billboard lease agreements relative to the Affected Property, with said billboard lease agreements having to be reviewed by the Village's staff and legal counsel as part of the billboard lease agreement negotiation process; and

WHEREAS, it is in the best interests of the Village and its citizens that the Village be reimbursed for the costs it incurs relative to the billboard lease agreement negotiation process; and

WHEREAS, Requestor has offered to reimburse the Village for its costs incurred in the billboard lease agreement negotiation process;

**NOW, THEREFORE, IT IS AGREED BETWEEN THE REQUESTOR AND THE VILLAGE AS FOLLOWS:**

1. **Requested Action.** Requestor asks the Village to consider entering into billboard lease agreements relative to the Affected Property.

2. **Village Action.** The Village agrees to review and consider billboard lease agreements, relative to the Affected Property, and have the legal counsel for the Village assist Village staff relative to the billboard lease agreement negotiation process.

3. **Requestor Promise to Reimburse.** Requestor agrees to reimburse the Village for all of the costs of legal consultants retained by the Village, and other costs incurred by the Village, in connection with the Village's consideration of, and negotiations in relation to, the billboard lease agreements, relative to the Affected Property, as prepared by the Requestor (the "Project Costs"). While the Village agrees to exercise reasonable control over its incurrence of Project Costs, it does not commit that its Project Costs will be less than a particular sum. Reimbursement of Project Costs relative to the Affected Property shall be made to the Village not later than thirty (30) days following the Requestor's receipt of a copy of the legal consultant's statement and/or proof of the other Project Costs incurred by the Village relative to the Village's consideration of, and negotiations in relation to, the billboard lease agreements relative to the Affected Property.

4. **Prepayment of Costs.** This Agreement shall be null and void unless Requestor, within three (3) business days after the date of this Agreement, pays to the Village the Prepayment stated above. This is to guarantee reimbursement to the Village, and the Village

shall be allowed to draw down on said amount to reimburse the Village for the Project Costs; however, said Prepayment does not replace the obligations of Section 3. above. At any time that the amount held by the Village from the Prepayment, or any future refunding thereof, falls below \$1,000.00, upon request by the Village, Requestor shall, within five (5) business days of any such request, deposit with the Village such amount of money as is necessary to re-establish the amount being held by the Village at the original Prepayment amount.

5. **Termination.** This Agreement to Reimburse Costs shall terminate upon the Village and the Requestor entering into billboard lease agreements relative to the Affected Property. Otherwise, this Agreement may be terminated by either party upon three (3) days written notice to the other. All costs incurred by the Village prior to its sending or receipt of such notice are reimbursable hereunder.

On the date shown above, the Requestor and the Village, through their authorized representatives, have entered into this Agreement.

Requestor:

LAMAR COMPANIES

VILLAGE OF LOMBARD

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

1770 W. 41<sup>ST</sup> AVE  
GARY IN

255 East Wilson Avenue  
Lombard, Illinois 60148

46408