

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: July 13, 2021 (B of T) Date: July 15, 2021

TITLE: Cruise Nights – License Agreements with AT&T for use of a portion of the parking lot at 20 N. Main Street and with Egg House for use of the the parking lot at 2 W. St. Charles Road

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 Agreements authorizing the Village of Lombard to use a portion of the parking lot at 20 N. Main Street and for use of the parking lot at 2 W. St. Charles Rd. for the Cruise Nights Summer Concerts through September 4, 2021.

Please place this item on the July 15, 2021, 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.



#210229
DISTRICT 1

MEMORANDUM

TO: Scott Niehaus
Village Manager

FROM: Nicole Aranas
Assistant Village Manager

DATE: July 13, 2021

SUBJECT: Cruise Nights – License Agreements for Use of a portion of AT&T’s Parking Lot at 20 N. Main Street and the Egg House parking lot at 2 W. St. Charles Road.

Lombard Cruise Nights Summer Concerts will be held on Saturday Nights through September 4, 2021, 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 and Egg House for the purpose of using their parking facilities at 20 N. Main Street and 2 W. St Charles Road, respectively. The attached Resolution authorizes the signatures of the Village President and Village Clerk on the License Agreements submitted by AT&T to permit use of a portion of the AT&T parking lot and a License Agreement to be signed by Egg House for use of their parking lot for the Lombard Cruise Nights Summer Concerts.

RESOLUTION
R -21

**A RESOLUTION AUTHORIZING SIGNATURE OF PRESIDENT AND CLERK
ON TWO LICENSE AGREEMENTS
AUTHORIZING THE VILLAGE OF LOMBARD
TO USE THEIR PARKING LOTS FOR CRUISE NIGHTS**

WHEREAS, the Village of Lombard to host and operate “Cruise Nights” on Saturday nights through the summer with a final event on September 4, 2021; and,

WHEREAS, the events of a Cruise Night require provision of parking facilities for certain participating vehicles in the Village’s downtown; and

WHEREAS, the Licensor has authority to, and is willing to, allow certain vehicles as may be designated by the Village to park on the Subject Property during said “Cruise Nights” between the dates of July 17, 2021 and September 4, 2021, from 5:30 p.m. to 10:30 p.m.

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 15th day of July, 2021.

Ayes: Trustee LaVaque, Puccio, Dudek, Honig, Militello and Bachner

Nays: None

Absent: None

Approved by me this 15th day of July, 2021.

Keith T. Giagnorio
Village President

ATTEST:

Elizabeth Brezinski
Village Clerk

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made between the **VILLAGE OF LOMBARD**, a municipal corporation, (the "Village") and George Garifalis (the "Licensor") (cumulatively referred as the "Parties") on _____, 2021;

WHEREAS, the Village intends to host and operate "Cruise Nights" on Saturday nights commencing July 17, 2021, through and including September 4, 2021, from 5:30 p.m. to 10:30 p.m.; and

WHEREAS, the events of a Cruise Night require provision of parking facilities for certain participating vehicles in the Village's downtown; and

WHEREAS, the Licensor holds title to, or is the possessor of, parking facilities on property located in the Village's downtown legally described as:

Real Property Tax ID 06-07-206-042

and commonly known as 2 W. St. Charles Road (the "Subject Property"); and

WHEREAS, the Licensor has authority to, and is willing to, allow certain vehicles as may be designated by the Village to park on the Subject Property during said "Cruise Nights."

NOW, THEREFORE, in consideration of the promises and covenants contained herein the Parties agree as follows:

Section 1: The Licensor agrees to allow access to vehicles and pedestrians on, over and across the Subject Property for the purpose of parking vehicles as may be designated by the Village, or its authorized agent, without trespass, between the hours of 5:30 p.m. and 10:30 p.m. on the following dates:

July: 17, 24, 31
August: 7, 14, 21, 28
September 4

and, further, allows access to the Subject Property for a reasonable period of time subsequent to 10:30 p.m. on each date so that the Village's agents or employees will have time to remove any accumulated refuse or debris generated by the aforesaid use of the Subject Property.

Section 2: The Village agrees to return the Subject Property to the Licensor at the close of each of the time periods specified in Section 1 herein in the same or better condition than that in which it was found at the commencement of each of the aforementioned time periods.

Section 3: The Village shall indemnify, hold harmless and defend the Licensor, its agents, and employees against any and all liability, losses, damages, actions, claims, demands, lawsuits, judgments, settlements and proceedings of any kind and any costs or expenses, including, but not limited to, reasonable attorney's fees caused by the negligent acts or omissions of the Village, its officers, agents or employees arising out of, connected with, or in any way associated with this License Agreement.

Section 4: This License Agreement shall be in effect only for those specific time periods specified in Section 1 herein and may be terminated by either Party on thirty (30) day's prior written notice.

Section 5: Notice as required by this Agreement shall be provided by personal delivery or certified mail, return receipt requested, as follows:

For Licensor: George Garifalis (property owner)
 2 W. St. Charles Road
 Lombard, IL 60148

For the Village: Scott Niehaus
 Village Manager
 Village of Lombard
 255 East Wilson
 Lombard, Illinois 60148

Section 6: This License Agreement is the entire agreement between the Parties and shall not be modified except with the written and signed approval of both Parties.

Section 7: No Party may assign the rights, duties or obligations of this License Agreement without the prior written consent of the other Party.

IN WITNESS WHEREOF, the Parties have executed this License Agreement on the day and date herein above set forth.

VILLAGE OF LOMBARD:

By: _____
Village President

ATTEST:

By: _____
Village Clerk

LICENSOR:

By: _____
George Garifalis
Property Owner, 2 W. St. Charles Rd

NON-EXCLUSIVE DAY LICENSE AGREEMENT

THIS NON-EXCLUSIVE DAY LICENSE AGREEMENT (this "Agreement") is made and entered into as of the _____ day of _____ 2021, by and between Illinois Bell Telephone Company, d/b/a AT&T Illinois ("Licensor") and Village of Lombard ("Licensee"), with reference to the following facts:

RECITALS

- A. Licensor is the owner of 20 N. Main Street, Lombard, Illinois (the "Property"). Licensor's Federal Identification Number is 36-1253600.
- B. Licensee desires to use a portion of the parking lot associated with the Property.

AGREEMENTS

NOW, THEREFORE, based upon the foregoing recitals and in consideration of the terms and conditions as set forth herein, the parties, intending to be legally bound, hereby agree as follows:

1. Licensor hereby grants to Licensee, its contractors, employees and agents and such persons as Licensee may authorize or designate, permission to enter and use of the Property on the following dates and times (Licensee Term):

**Every Saturday night starting July 17th, 2021 thru September 4th, 2021
4:00 p.m. to Midnight**

(The "License Term") for the purpose of the **parking of passenger vehicles in the parking lot only**. The use of the Property is for this limited use and for no other purpose. Licensee's use of the Property is a non-exclusive right and this agreement can be cancelled at any time.

2. Licensee shall not park in any of the areas circled in red on the attached Exhibit "A" (Restricted AT&T Parking Only), including but not limited to all handicap parking spaces. Licensee will take all steps necessary, including but not limited to clearly block off access to the Restricted AT&T Parking Only areas by using any and all means possible such as cones, horses, signs, banners, caution tape, etc. Licensee will be solely responsible for all costs associated with enforcing this parking restriction, including but not limited to immediately towing any unauthorized vehicles.

3. Licensee shall not interfere with the business or operations or use of the Property by Licensor or its employees, contractor's agents and such persons as Licensor may authorize or designate permission to enter and use of the Property in any manner whatsoever.

4. Licensee accepts the Property in its AS IS condition. Licensee acknowledges and agrees that neither Licensor nor any agent of Licensor has made any representation or warranty regarding the condition of the Property or, including but not limited to the parking area, or with respect to the suitability of any of the Property for Licensee's use.

5. All activities by Licensee and its invitees, will be at their sole Risk. Licensee acknowledges and agrees that Licensor does not provide any security for the Property and is not responsible for any loss or damage incurred by Licensee or its invitees. All activities by Licensee and its invitees on the Property, including the Parking Lot will be supervised by Licensee's own security, who will ensure that Licensee and invitees comply with all federal, state and local laws applicable to Licensee's use of the Property. Any additional temporary lighting required by Licensee or government regulations will be at Licensee's sole cost and expense.

At all times herein, Licensee, its agents, servants, employees, and representatives shall coordinate their activities in connection with the Property with **Tom Seliger** (telephone: **847-209-8782**).

6. Licensee shall return the Property to Licensor in the same condition as Licensee found the Property. Licensee shall repair any and all damage occasioned by its use of the Property.

7. Licensee shall indemnify, defend and hold harmless Licensor, its respective parent and affiliated companies, and its respective agents, employees, representatives, assigns, and/or successor(s) in interest (collectively "Indemnities", or singularly "Indemnity") against any and all claims, liabilities, damages, losses, liens, expenses, costs, suits and attorneys' fees (collectively "Claims") arising by reason of the death or injury of any person or damage, loss or destruction of any property, or by reason of any violation of statute, law, ordinance or regulation, or arising out of or in any way connected with the use of the Property by Licensee, its agents, servants, employees, invitees, or representatives, or any person who Licensee authorizes, designates or allows to enter the Property hereunder, or arising out of the exercise of any rights granted Licensee hereunder, regardless of any negligence of any Indemnity, be it active or passive. The indemnification obligation set forth herein shall survive the termination or expiration of this Agreement.

8. Without in any way limiting Licensee's obligation to indemnify and hold Licensor harmless hereunder, Licensee shall maintain in full force and effect during the License Term and at such other times as necessary to fulfill its obligations hereunder, bodily injury liability insurance and property damage liability insurance with a combined

single limit per occurrence of a least the sum of Five Million Dollars (\$5,000,000.00). Such insurance shall include the Indemnities as “additional insureds” and be primary insurance to its full limits of liability. Any Indemnity’s insurance, if any, shall be excess insurance only. Licensee shall forward a copy of a certificate of insurance to Licensor to the addressed listed in Paragraph 13 herein.

9. The license granted in this Agreement is personal to Licensee, and Licensee may not assign or sublicense this Agreement, or any right granted herein.

10. This Agreement and any all rights granted herein are merely a license and does not confer any interest in the Property.

11. There shall be no third-party beneficiaries to this Agreement.

12. The person executing this Agreement represents and warrants that he/she is authorized to execute this Agreement on Licensee’s behalf and that Licensee will be bound thereby upon its execution.

13. This Agreement constitutes the entire agreement between the parties and shall not be modified or amended except by the prior written consent of both parties and only to the extent that such modification or amendment merely supplements, but does not vary, the provisions of this Agreement.

14. All notices or other communications required or permitted hereunder shall be in writing and shall be personally delivered or sent by United States certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier or delivery service which provides proof of delivery, or delivered by telecopy or email.

To Licensor: **AT&T**
 Attn: Linda Benedetto
 225 W. Randolph – 13th floor
 Chicago, IL 60606
 Telephone: 312-814-0616
 Email: LB2546@att.com

To Licensee: **Village of Lombard**
 Avis Meade
 255 E. Wilson Avenue
 Lombard, IL 60148
 Telephone: 630-247-2279
 Email: MeadeA@villageoflombard.org

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date first written above.

LICENSOR:

**Illinois Bell Telephone Company
d/b/a/ AT&T Illinois**

By: _____
Name: Linda M. Benedetto
Title: Portfolio Manager – PM&T
Date: _____

LICENSEE:

Village of Lombard

By: _____
Name: Keith Giagnorio
Title: Village President
Date: July 15, 2021

**20 N. Main
Lombard, IL
Exhibit "A"**

