

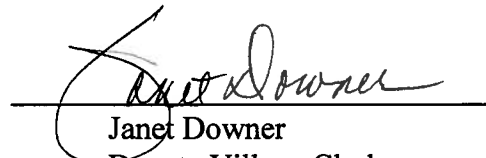
**ORDINANCE 7054**

**PAMPHLET**

**LICENSE AGREEMENT WITH ST. JOHN'S LUTHERAN CHURCH  
AND SCHOOL**



PUBLISHED IN PAMPHLET FORM THIS 6<sup>th</sup> DAY OF MARCH, 2015, BY  
ORDER OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF LOMBARD,  
DUPAGE COUNTY, ILLINOIS.

  
Janet Downer  
Deputy Village Clerk

**ORDINANCE NO. 7054**

**AN ORDINANCE APPROVING A LICENSE AGREEMENT  
FOR THE USE OF PARKING SPACES  
BETWEEN THE VILLAGE OF LOMBARD AND  
ST. JOHN'S EVANGELICAL LUTHERAN CHURCH**

**BE IT ORDAINED** by the President and Board of Trustees of the Village of Lombard, DuPage County, Illinois, as follows:

**SECTION 1:** That the President and Board of Trustees hereby approve the "License Agreement for Use of Parking Spaces" attached hereto as Exhibit 1 and made part hereof.

**SECTION 2:** That the Village President and Village Clerk as hereby authorized and directed to execute Exhibit 1 on behalf of the Village, as well as execute any and all additional documents necessary to carry out the terms and provisions of said Exhibit 1.

**SECTION 3:** That this Ordinance shall be in full force and effect from and after its passage and approval, by a three-fourths (3/4ths) vote of the Corporate Authorities, as provided by law.

Passed on first reading this 19<sup>th</sup> day of February, 2015.

Ayes: Trustee Whittington, Fugiel, Foltyniewicz, Johnston, Fitzpatrick and Village President Giagnorio

Nays: None

Absent: Trustee Ware

First reading waived by action of the Board of Trustees this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Passed on second reading this 5<sup>th</sup> day of March, 2015.

Ayes: Trustee Whittington, Fugiel, Foltyniewicz, Johnston, Pike, Ware and Village President Giagnorio

Nays: None

Absent: None

Approved this 5<sup>th</sup> day of March, 2015.


  
**Keith T. Giagnorio**  
**Village President**

Ordinance No 7054

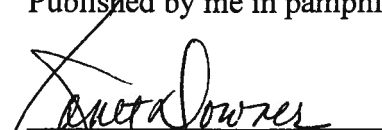
License Agreement with St. John's Lutheran Church and School

Page 2

ATTEST:

  
\_\_\_\_\_  
**Janet Downer**  
**Deputy Village Clerk**

Published by me in pamphlet form on this 6<sup>th</sup> day of March, 2015.

  
\_\_\_\_\_  
**Janet Downer**  
**Deputy Village Clerk**

**Exhibit 1**

**LICENSE AGREEMENT  
FOR USE OF PARKING SPACES**

(attached)

**LICENSE AGREEMENT  
FOR USE OF PARKING SPACES**

This License Agreement for Use of Parking Spaces (the "License Agreement") is entered into this 5<sup>th</sup> day of March, 2015, by and between the Village of Lombard, an Illinois municipal corporation (the "Village") and St. John's Evangelical Lutheran Church, located on the properties commonly known as 210, 214, 215, 224 and 228 South Lincoln Avenue and 205 West Maple Street, Lombard, Illinois (the "Licensee"). The Village and the Licensee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

**WITNESSETH**

**WHEREAS**, the Village owns and maintains the public right-of-way of Lincoln Avenue, adjacent to the Licensee's property; and

**WHEREAS**, included within the boundaries of the aforementioned Lincoln Avenue right-of-way are certain existing diagonal off-street parking spaces adjacent to the Licensee's property; and

**WHEREAS**, the construction of said diagonal off-street parking spaces was funded in part by the Licensee, pursuant to an agreement between the Parties that was approved by the President and Board of Trustees of the Village on April 6, 2000; and

**WHEREAS**, the Village has determined that it is in the best interests of the Village to enter into an agreement to allow the Licensee to utilize the aforementioned diagonal off-street parking spaces, subject to certain terms and conditions;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants, representations and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereto agree as follows:

**SECTION 1: LICENSE AND LIMITATIONS**

- 1.1 Grant of License.** The Village hereby grants to Licensee a revocable license (the "License") to occupy and use, subject to all of the terms, conditions and restrictions contained herein, that portion of the Village's right-of-way, as shown on EXHIBIT A attached hereto and made part hereof, and marked on EXHIBIT A as the Licensed Premises (the "Licensed Premises"), for vehicular parking purposes only.
- 1.2 Scope and Limitations of License.** Said License shall permit Licensee to use and occupy the Licensed Premises for motor vehicle purposes only, subject to the

restrictions and requirements imposed by this License Agreement, the Lombard Village Code and the Lombard Traffic Code, including, but not limited to, the following restrictions and requirements:

- A. Licensee shall not construct, build or place, or cause to be constructed, built or placed, any structures, permanent or otherwise, on the Licensed Premises, including, but not limited to, buildings, houses, dwellings, garages, sheds and/or other structures of a permanent or semi-permanent nature.
- B. Licensee shall be permitted to install signs designating the Licensed Premises as reserved parking, subject to the restrictions and requirements imposed by this License Agreement, the Lombard Village Code and the Lombard Traffic Code, and with the prior written approval of the Village's Director of Public Works. Said signs shall set forth all time, day and user restrictions regarding the use of the Licensed Premises.
- C. If the Licensee has contracted with a towing operator for the removal of vehicles from the Licensed Premises, the towing operator must comply with the provisions of 625 ILCS 5/18a-100 *et seq.*, and the Licensee shall install signage setting forth the fees associated with any vehicle removal activities and the name, address and phone number of the towing operator contracted by the Licensee to enforce the parking restrictions.
- D. Licensee shall also be responsible for the plowing of any snow from the Licensed Premises, as the Village's snow plowing obligation shall be limited to only the travel lanes of Lincoln Avenue.
- E. The Licensee shall have the right to request parking improvements within the Licensed Premises, provided that the costs for the requested improvements are paid for in full by the Licensee. Any such improvements, if made by the Village, shall be made at the sole cost and expense of the Licensee. Any such parking improvements shall be removed by the Licensee, at Licensee's sole cost and expense, in the event that this License is terminated or not renewed, unless otherwise directed by the Village. In the event that the Licensee fails to remove said improvements, and the Village is required to do so, the Village's costs associated with any such removal may be recorded as a lien against the Licensee's property adjacent to the Licensed Premises.

- F. Licensee shall refrain from using the Licensed Premises in any unreasonable, unsafe and/or illegal manner, and shall at all times use the Licensed Premises in full compliance with all applicable provisions of this License Agreement, the Lombard Village Code and the Lombard Traffic Code.
- G. Licensee acknowledges that Section 10-13-9 of the Lombard Traffic Code prohibits parking within the public right-of-way, including the Licensed Premises, between 2:00 a.m. and 5:00 a.m. daily, except for physicians on an emergency call, unless the parking lasts no longer than fifteen (15) minutes.

**1.3 Term of License.** Said License provided for herein shall be granted by the Village for a period of twenty (20) years from the date of approval of this License Agreement by the Village, subject to the termination provisions set forth in Section 2 hereof.

**1.4 Nonassignability of License.** Said License is personal and shall not be assigned and/or transferred to any other person or entity without the expressed written consent of the Village.

## **SECTION 2: TERMINATION AND EXPIRATION**

**2.1 Termination.** This License Agreement shall terminate by its terms at its effective date of expiration. Prior to its expiration, the License provided herein is revocable at will by either Party. Said License is for the temporary permissive use of the Licensed Premises only and creates no property and/or other interest in the Licensed Premises on the part of, or for the benefit of, the Licensee.

**2.2 Notice of Termination.** No written or other notice shall be required when this License Agreement expires. Where termination is at the request of either Party prior to the expiration of this License Agreement, the Party terminating this License Agreement shall serve written notice on the other Party not less than thirty (30) days before the termination is to take effect.

**2.3 Improvements Required as Part of Termination or Expiration.** Upon termination of this License Agreement at or prior to its expiration, the Licensee shall make such repairs as may be determined by the Village Engineer to be necessary to bring the Licensed Premises into substantial compliance with applicable Village codes and regulations, utilizing the standard maintenance schedules used by the Village regarding the maintenance and repair of rights-of-way within the Village's present geographic boundaries. The Village shall provide Licensee a notice of the proposed repairs to be performed and the cost of such repairs. Within ten (10) business days

after receipt of such notice, Licensee shall notify Village of Licensee's intention to perform some or all of such repairs, or to have them performed by the Village. If Licensee elects to perform some or all of such repairs, such notice shall specify the date by which repairs to be performed by Licensee shall be completed, which date shall be no later than ninety (90) days from the date of the notice. All repairs performed by Licensee shall be subject to inspection and acceptance by the Village Engineer. All costs of such repairs performed by the Village shall be borne by the Licensee.

### **SECTION 3: NOTICES**

**3.1 Delivery and Effective Date.** All notices given in relation to this License Agreement shall be deemed to have been effectively given, in accordance with the terms and conditions of this License Agreement, when personally delivered, whether by overnight carrier or otherwise, or on the third day after mailing said notice, via certified mail, return receipt requested, addressed as follows:

A. If to the Licensee:

Pastor  
St. John's Evangelical Lutheran Church  
215 South Lincoln Avenue  
Lombard, Illinois 60148

B. If to the Village:

Director of Public Works  
Village of Lombard  
255 East Wilson Avenue  
Lombard, Illinois 60148

or to such other address, or additional parties, as either Party may from time to time designate in a written notice to the other Party.

### **SECTION 4: MISCELLANEOUS PROVISIONS**

**4.1 Indemnification and Insurance.** Licensee covenants and agrees to indemnify the Village and its elected officials, officers, agents and employees from and against any and all claims, losses, lawsuits, actions, injuries, accidents, costs and/or expenses (including reasonable attorneys' fees) for damages to person(s) or property arising out of or in relation to the acts or omissions of the Licensee, or the Licensee's officers, agents, contractors or employees, relative to the use, maintenance or repair of the Licensed Premises, for the term of this License Agreement, but not for acts or



omissions occurring after the early termination of this License Agreement by either Party. Licensee shall maintain liability insurance coverage for the Licensed Premises from the commencement of the term of this License Agreement until its termination, in an amount acceptable to the Village, and shall provide the Village with a certificate of insurance describing such insurance coverage within thirty (30) days after the commencement of the term of this License Agreement, and shall update same, as necessary thereafter, during the term of this License Agreement. Such insurance coverage shall name the Village, its elected officials, officers, agents and employees as additional insureds, and shall provide that the insurance coverage provided by the Licensee shall be primary to any insurance coverage of the Village. Failure of the Licensee to provide such insurance certificate, within ten (10) business days after notice from the Village of Licensee's failure to provide a current certificate of insurance, shall terminate this License Agreement without further action by either Party.

**4.2 Severability of Agreement.** The terms and conditions set forth in this License Agreement shall be severable. In the event that any of the provisions contained herein are declared by a court of competent jurisdiction to be inconsistent with federal, state or local law, or otherwise unenforceable for any reason whatsoever, the remaining provisions shall remain in full force and effect as to the Parties.

**4.3 Merger Clause.** This License Agreement constitutes the entire understanding between the Parties, and supersedes any prior understandings and/or agreements between the Parties. Any representations, agreements, promises or understandings not expressly set forth herein are hereby rendered null, void and of no legal effect.

**4.4 Choice of Law.** This License Agreement is entered into under, and shall be governed for all purposes by, the laws of the State of Illinois, and venue in relation to any court action relating in any way to this License Agreement shall be in DuPage County, Illinois.

**THE REMAINDER OF THIS PAGE  
HAS INTENTIONALLY BEEN LEFT BLANK.**

IN WITNESS WHEREOF, the Parties have executed this License Agreement as of the date of the last signatory below, which date shall be inserted on page 1 of this License Agreement.

**Village of Lombard,**  
an Illinois municipal corporation

By: 

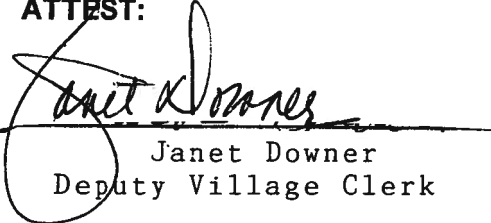
Keith Giagnorio  
Village President

**Licensee:**  
**St. John's Evangelical Lutheran Church**

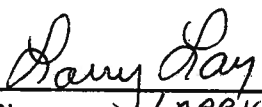
By: 

Name: MARK PODRAZIK  
Title: CHAIRMAN, GOV. BOARD

ATTEST:

  
Janet Downer  
Deputy Village Clerk

ATTEST:

  
Name: LARRY LAY  
Title: ASST TO PASTOR

Date: - March 5, 2015, 2015

Date: 2/10/15, 2015

STATE OF ILLINOIS     )  
                                      ) SS  
COUNTY OF DUPAGE )

**ACKNOWLEDGMENT**

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Keith Giagnorio and Janet Downer, personally known to me to be the Village President and the Deputy Village Clerk, respectively, of the Village of Lombard, DuPage County, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such Village President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of the Village of Lombard to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 5<sup>th</sup> day of March, 2015.

Diane M. Miller  
Notary Public



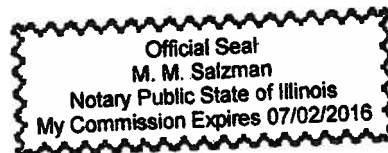
STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF DUPAGE )

**ACKNOWLEDGMENT**

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Mark Podrazik and Larry Lay, personally known to me to be the Chairman and the Assistant to Pastor respectively, of St. John's Evangelical Lutheran Church, DuPage County, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such \_\_\_\_\_ and \_\_\_\_\_, they signed and delivered the said instrument and caused the corporate seal of said Church to be affixed thereto, pursuant to authority given by the Board of Directors of said Church, as their free and voluntary act, and as the free and voluntary act and deed of the Church, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 16 day of February, 2015.

  
\_\_\_\_\_  
Notary Public



**EXHIBIT A**

**Depiction of  
the Licensed Premises**

(attached)

