

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: David A. Hulseberg, Village Manager *Dah*

DATE: March 7, 2011 (B of T) Date: March 23, 2011

TITLE: Cruise Nights - License Agreements for Use of Parking Lots at
118, 126 and 211 W. St. Charles Road (Resolution)

SUBMITTED BY: Manager's Office

BACKGROUND/POLICY IMPLICATIONS:

Attached please find a resolution authorizing signatures of President and Village Clerk on three License Agreements authorizing the Village of Lombard to use the parking lots at 118, 126 and 211 W. St. Charles Road for Cruise Nights between June 4, 2011 and August 27, 2011.

Please place this item on the March 23, 2011 Board of Trustees consent agenda.

Fiscal Impact/Funding Source:

Review (as necessary):

Village Attorney X _____	Date _____
Finance Director X _____	Date _____
Village Manager X <i>David A. Hulseberg</i> _____	Date <u>3/7/11</u>

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: David A. Hulseberg, Village Manager

FROM: Joelyn Kott, Communication Coordinator *JKW*

DATE: March 7, 2011

SUBJECT: CRUISE NIGHTS – LEASE OF PARKING LOTS

As you are aware, Lombard Cruise Nights is scheduled to be held on Saturday evenings from 5:30 p.m. to 10:30 p.m. in the Downtown commencing June 4, 2011 through August 27, 2011. The Village has licensing agreements with three properties, 118 W. St. Charles Road (M.J. Vandembroucke Inc.), 126 W. St. Charles Road (Lombard Family Health Center) and 211 W. St. Charles Road (Fifth Third Bank) for the purpose of using their parking facilities. The attached resolution is authorizing signatures of the President and Village Clerk on these License Agreements.

Should you have any questions regarding this matter, do not hesitate to contact me at extension 5718.

JMK/cp

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RESOLUTION
R _____ 11

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

WHEREAS, the Village of Lombard intends to host and operate "Cruise Nights" on Saturday nights between June 4, 2011 and August 27, 2011, 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 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, 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 _____, 2011.

Ayes: _____

Nays: _____

Absent: _____

Approved this _____, day of _____, 2011.

William J. Mueller, Village President

Resolution No. _____
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ATTEST:

Brigitte O'Brien, Village Clerk

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LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made between the **VILLAGE OF LOMBARD**, a municipal corporation, (the "Village") and M. J. Vandembroucke Inc. (the "Licensor") (cumulatively referred as the "Parties") on _____, 2011;

WHEREAS, the Village intends to host and operate "Cruise Nights" on Saturday nights commencing June 4, 2011 through and including August 27, 2011, 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:

Lot 3 of Subdivision of Original Town of Lombard

and commonly known as 118 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:

June: 04	July: 09	August: 06
11	16	13
18	23	20
25	30	27

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:	M. J. Vandenbroucke Inc. 118 W. St. Charles Road Lombard, IL 60148
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For the Village: William Heniff
Director of Community Development
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.

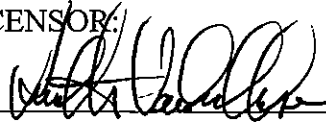
IN WITNESS WHEREOF, the Parties have executed this License Agreement on the day and date herein above set forth.

VILLAGE OF LOMBARD:

By: _____
Village President

ATTEST:

By: _____
Village Clerk

LICENSOR:
By:  _____ PRESIDENT

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made between the **VILLAGE OF LOMBARD**, a municipal corporation, (the "Village") and Lombard Family Health Center (the "Licensor") (cumulatively referred as the "Parties") on _____, 2011;

WHEREAS, the Village intends to host and operate "Cruise Nights" on Saturday nights commencing June 4, 2011 through and including August 27, 2011, 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:

Lot 4 of Subdivision of Original Town of Lombard

and commonly known as 126 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:

June: 04	July: 09	August: 06
11	16	13
18	23	23
25	30	27

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:	Lombard Family Health Center 126 W. St. Charles Road Lombard, IL 60148
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For the Village: William Heniff
Director of Community Development
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.

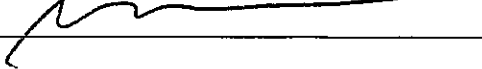
VILLAGE OF LOMBARD:

By: _____
Village President

ATTEST:

By: _____
Village Clerk

LICENSOR:

By: _____


LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made between the **VILLAGE OF LOMBARD**, a municipal corporation, (the "Village") and Fifth Third Bank (the "Licensor") (cumulatively referred as the "Parties") on _____, 2011;

WHEREAS, the Village intends to host and operate "Cruise Nights" on Saturday nights commencing June 4, 2011 through and including August 27, 2011, 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:

Lot 1, 2, 3 of Subdivision of outlot 10 of Original Town of Lombard

and commonly known as 211 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:

June: 04	July: 09	August: 06
11	16	13
18	23	20
25	30	27

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:	Fifth Third Bank
	211 W. St. Charles Road
	Lombard, IL 60148

For the Village: William Heniff
Director of Community Development
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:

Clara Montagna
Customer Service
manager.