

RESOLUTION
R 24-23

**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 intends to host and operate “Cruise Nights” on Saturday nights between June 17, 2023, and August 26, 2023, (excluding July 1), 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 18th day of May, 2023.

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


Nays: None

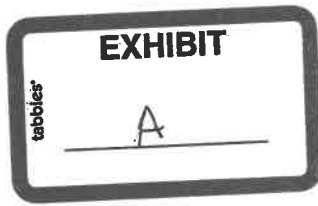
Absent: None

Approved by me this 18th day of May, 2023.


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 Fifth Third Bank (the "Licensor") (cumulatively referred as the "Parties") on _____, 2023;

WHEREAS, the Village intends to host and operate "Cruise Nights" on Saturday nights commencing June 17, 2023, through and including August 26, 2023, (excluding July 1), from 5:30 p.m. to 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", and to park the entertainment stage during the event as well, should be need arise.

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, and allow the placement of the stage and entertainment during the event, 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: 17, 24

July: 8, 15, 22, 29

August: 5, 12, 19, 26

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: Randall L. Morrissey
Fifth Third Bank
4685 Winfield Rd, G24310
Warrenville, IL 60555

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.

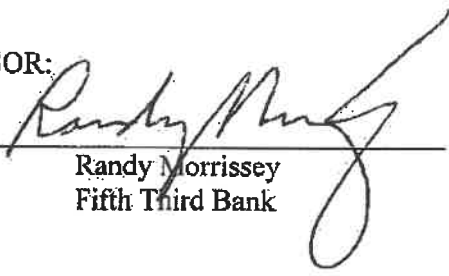
VILLAGE OF LOMBARD:

By: _____
Keith T. Giagnorio, Village President

ATTEST:

By: _____
Elizabeth Brezinski, Village Clerk

LICENSOR:

By: 
Randy Morrissey
Fifth Third Bank

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made between the **VILLAGE OF LOMBARD**, a municipal corporation, (the "Village") and Ken Vandembroucke (the "Licensor") (cumulatively referred as the "Parties") on April 25, 2023;

WHEREAS, the Village intends to host and operate "Cruise Nights" on Saturday nights commencing June 17, 2023, through and including August 26, 2023, (excluding July 1), 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: 17, 24

July: 8, 15, 22, 29

August: 5, 12, 19, 26

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: Ken Vandenbroucke
 229 S. Wilmette Avenue
 Westmont, IL 60559

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: _____
Keith T. Giagnorio
Village President

ATTEST:

By: _____
Elizabeth Brezinski
Village Clerk

LICENSOR:

By: 
Ken Vandenbroucke