


LEGISTAR: 230198
DISTRICT: 4

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

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

TO: VILLAGE PRESIDENT AND BOARD OF TRUSTEES
FROM: Scott Niehaus, Village Manager
DATE: January 22, 2024 (B of T) **Date:** February 15, 2024
TITLE: License Agreement – Hammerschmidt Commuter Parking Lot
SUBMITTED BY: Carl S. Goldsmith, Director of Public Works 

BACKGROUND/POLICY IMPLICATIONS:

The staff recommends the approval of a License Agreement between the Village of Lombard and Lombard Tower Condominium Association. The License Agreement will allow the exclusive use of designated parking spaces in the Hammerschmidt Commuter Parking Lot for the residents in the Lombard Tower Condominiums during the reconstruction of their parking structure.

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.



January 22, 2024

TO: Village President and Board of Trustees

THROUGH: Scott A. Niehaus, Village Manager

FROM: Carl Goldsmith, Director of Public Works 

SUBJECT: License Agreement for Hammerschmidt Commuter Parking Lot – Lombard Tower Condominium Association

Background

The Village received a request from the Lombard Tower Condominium Association to allow the residents of the building located at 33 N. Main Street to have exclusive use of a portion of the Hammerschmidt Commuter Parking Lot during the reconstruction of their parking structure. The Lombard Tower Condominium Association, through their property management company has requested 150 spaces for a period of 14 weeks. Staff has met with the HOA and property manager and determined that the Village could relocate existing commuters to other parking lots and dedicate a portion of the Hammerschmidt Lot to the Lombard Tower Condominium Association. Due to the fluid schedule for the various projects being done by the HOA, the agreement provides for the dates of the licensed use to be mutually agreed upon by the HOA and the Village. The Village will communicate the need for the relocation to the commuters in advance of the exclusive use going into effect and post signage at the lot and the pay stations in advance of the closure to the public as well.

Staff has prepared the attached License Agreement that stipulates that the Village will provide 150 parking spaces in the Hammerschmidt Commuter Parking Lot under the following terms:

- The HOA will notify commuters that a portion of the lot will be closed for private use for 14 weeks in advance of the closure. This will be done via on-site signage, social media and notices at the pay stations.
- The Lombard Tower Condominium Association will provide the Village with information on the residents and vehicles that will be using the lot.
- The Lombard Tower Condominium Association will be responsible for distributing parking passes issued by the Village.
- The Lombard Tower Condominium Association will compensate the Village with a fee of three hundred and seventy-five dollars (\$375.00) per week for the exclusive use of the parking lot. Should the use of the lot exceed the timeframe of the License, a fee of \$225.00 shall be paid to the Village for each additional day that the association uses the lot.

The Lombard Tower Condominium Association has executed the agreement and is seeking the Village Board of Trustees' support for the License Agreement. I respectfully request that this item be placed on the Village Board of Trustees' agenda for the February 15, 2024 for consideration. Please feel free to contact me with any questions regarding this matter.

Recommendation

Staff recommends that the Village President and Board of Trustees adopt AN ORDINANCE APPROVING A LICENSE AGREEMENT BETWEEN THE VILLAGE OF LOMBARD AND THE

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A LICENSE AGREEMENT
BETWEEN THE VILLAGE OF LOMBARD AND THE
LOMBARD TOWER CONDOMINIUM ASSOCIATION, RELATIVE TO THE
HAMMERSCHMIDT COMMUTER PAKING LOT**

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 attached hereto as Exhibit A, and made part hereof.

SECTION 2: That the Village President and Village Clerk are hereby authorized and directed to execute said License Agreement, in the form attached hereto as Exhibit A, on behalf of the Village, as well as execute any and all additional documents necessary to carry out the terms and provisions of said License Agreement.

SECTION 3: That this Ordinance shall be in full force and effect from and after its passage by a three-fourths (3/4ths) vote of the Corporate Authorities as required by 65 ILCS 5/11-76-2, and approval as required by law.

Passed on first reading this ____ day of _____, 2024.

First reading waived by action of the Board of Trustees this ____ day of _____, 2024.

Passed on second reading this ____ day of _____, 2024, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this ____ day of _____, 2024.

Keith Giagnorio, Village President

ATTEST:

Elizabeth Brezinski, Village Clerk

Exhibit A

**License Agreement
Between the Village of Lombard and the Lombard Tower Condominium
Association**

(attached)

**LICENSE AGREEMENT
FOR USE OF PARKING SPACES**

This License Agreement for Use of Parking Spaces (the “License Agreement”) is entered into this ___ day of _____, 2024, by and between the Village of Lombard, an Illinois municipal corporation (the “Village”) and the Lombard Tower Condominium Association, located on the properties commonly known as 33 North Main 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 a commuter parking lot located on the south side of E. St. Charles Road between N. Main Street and Martha Street, known as the “Hammerschmidt Parking Lot”; and

WHEREAS, the Licensee is performing repairs to the parking structure at 33 N. Main which will displace vehicles of the building residents during construction activities; and

WHEREAS, the Licensee has requested the use of a portion of the Hammerschmidt Park Lot for the parking of building residents during the construction activities; 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 a portion of the Hammerschmidt Parking Lot , 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 Hammerschmidt Parking Lot, as shown on EXHIBIT A attached hereto and made part hereof, and marked on EXHIBIT A as the Licensed Premises (the “Licensed Premises”), for noncommercial vehicular parking purposes only. The Licensed Premises contains one hundred and fifty (150) parking spaces that may be used by the Licensee pursuant to this License Agreement. The Licensed Premises shall not be used for the parking of any vehicles or equipment related to the construction activities of the Licensee and its contractors at 33 N. Main.

1.2 Scope and Limitations of License. Said License shall permit Licensee to use and occupy the Licensed Premises for noncommercial motor vehicle parking 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. The Village shall 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. Said signs shall set forth all time, day and user restrictions regarding the use of the Licensed Premises. The Village shall invoice the Licensee for the costs to produce and install signage, which shall be paid within thirty (30) days of receipt, or this License Agreement may be terminated at the option of the Village.
- 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. The 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 access drive for the Licensed Premises.
- E. 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.
- F. Licensee shall be responsible for developing and implementing, at its sole cost and expense, a communication plan for the project to ensure that adjacent property owners are aware of the project and impact on the neighborhood. Said communications plan shall include, but not be limited to, a project summary sheet to be distributed to adjacent properties, a neighborhood meeting to discuss the

project schedule and twenty-four (24) hour contact information for the project(s). The communication plan shall be implemented and the neighborhood meeting shall occur no later than thirty (30) days prior to commencement of the license term, as set forth in Section 1.3 below.

- 1.3 **Term of License.** Said License provided for herein shall be granted by the Village for a period of fourteen (14) weeks, which shall commence on a date to be mutually agreed to in writing by the Parties, 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, which may be granted or withheld within the sole discretion of the Village.
- 1.5 **License Fee.** The Licensee shall pay the Village a weekly rate of three hundred and seventy-five dollars (\$375.00) for the use of the Licensed Premises. In the event that the use of the Licensed Premises exceeds the term of the License, as defined in Section 1.3, the Licensee shall pay the Village a fee of two hundred and twenty-five dollars (\$225.00) per day for each day of use following the expiration of the License.

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:

Mr. Mohammed Bolur, President
Lombard Tower Condominium Association
33 N. Main Street, Unit 8A
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.

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,

Licensee:

an Illinois municipal corporation

**Lombard Tower Condominium
Association**

By: _____
Keith Giagnorio
Village President

By: _____
Name: _____
Title: _____

ATTEST:

ATTEST:

Elizabeth Brezinski
Village Clerk

Name: _____
Title: _____

Date: _____, 2023

Date: _____, 2023

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 Elizabeth Brezinski, personally known to me to be the Village President and the 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 _____ day of _____, 2024.

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 _____ and _____, personally known to me to be the _____ and the _____, respectively, of Lombard Tower Condominium Association, 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 _____ day of _____, 2024.

Notary Public

EXHIBIT A

**Depiction of
the Licensed Premises**

