

#190352  
(DISTRICT 1)

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: PRESIDENT AND BOARD OF TRUSTEES  
FROM: Scott Niehaus, Village Manager  
DATE: August 7, 2019 (B of T) Date: August 15, 2019  
TITLE: Cruise Nights – License Agreements with AT&T for use of a portion of the Parking Lot at 20 N. Main Street  
SUBMITTED BY: Nicholas J.M. Partipilo, Administrative Intern

BACKGROUND/POLICY IMPLICATIONS:

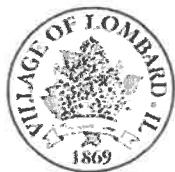
Attached please find a resolution authorizing signatures of the Village President and Village Clerk on a License Agreements authorizing the Village of Lombard to use a portion of the parking lot at 20 N. Main Street for the Cruise Nights Summer Concert Season Finale on August 24, 2019.

Please place this item, on the August 15, 2019 Board of Trustees consent agenda.

Review (as necessary):

Village Attorney X \_\_\_\_\_ Date \_\_\_\_\_  
Finance Director X \_\_\_\_\_ Date \_\_\_\_\_  
Village Manager X  \_\_\_\_\_ Date 8/7/19

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.



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DISTRICT 1

## MEMORANDUM

**TO:** Scott Niehaus  
Village Manager

**FROM:** Nick J. M. Partipilo  
Administrative Intern, Office of the Village Manager

**DATE:** August 7, 2019

**SUBJECT:** **Cruise Nights – License Agreement for Use of a portion of AT&T’s  
Parking Lot at 20. N Main Street**

Lombard Cruise Nights Summer Concert Season Finale will be held on Saturday, August 24, 2019, from the hours of 5:30p.m. to 10:30p.m. in downtown Lombard.

The Village is entering into a licensing agreement with AT&T for the purpose of using their parking facilities at 20 N. Main Street. The attached Resolution authorizes the signatures of the Village President and Village Clerk on the License Agreement submitted by AT&T to permit use of a portion of the AT&T parking lot for public parking for the Lombard Cruise Nights Summer Concert Season Finale.

**RESOLUTION**

**R -19**

**A RESOLUTION AUTHORIZING SIGNATURE OF PRESIDENT AND CLERK  
ON AN AGREEMENT WITH AT&T AT 20 N. MAIN STREET  
AUTHORIZING THE VILLAGE OF LOMBARD  
TO USE THEIR PARKING LOT FOR CRUISE NIGHTS ON AUGUST 24, 2019**

**WHEREAS**, the Village of Lombard intends to host and operate “Cruise Nights Summer Concerts Season Finale” on Saturday night August 24, 2019, from 5:30 p.m. to 10:30 p.m.; and,

**WHEREAS**, the Cruise Night Summer Concerts Season Finale requires provision of additional parking facilities for the public in the Village’s downtown; and

**WHEREAS**, the Licensor has authority to, and is willing to, allow event attendees be to park on the Subject Property during said “Cruise Nights Summer Concert Season Finale”.

**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 16<sup>th</sup> day of August, 2018

Ayes:

Nays:

Absent:

Approved by me this 16<sup>th</sup> day of August, 2018

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

ATTEST:

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**Sharon Kuderna**  
**Village Clerk**

## NON-EXCLUSIVE DAY LICENSE AGREEMENT

**THIS NON-EXCLUSIVE DAY LICENSE AGREEMENT** (this "Agreement") is made and entered into as of the 15th day of August 2019, 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 owns the property located at 20 N. Main Street, Lombard, IL (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 ("License Term"):

**Saturday, August 24, 2019                      4:00 p.m. to Midnight**

for the purpose of parking of 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.

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 parking facilities 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 Parking Lot or with respect to the suitability of any of the Property or Parking Lot for Licensee's use.

5. All activities by Licensee will be supervised by Licensee's own security, who will ensure that Licensee complies with all federal, state and local laws applicable to Licensee's use of the parking facilities. At all times herein, Licensee, its agents, servants, employees, and representatives shall coordinate their activities in connection with the Property with Jim Fröhlich (telephone: (312)208-3447).

6. Licensee shall return the Property to Licensor in the same condition as Licensee found the Property, with all debris and garbage removed. 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, except where such Claims are caused by the sole negligence or willful misconduct of an Indemnity. 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 One Million Dollars (\$1,000,000.00). 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 address 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 – 13<sup>th</sup> floor**  
                              **Chicago, IL 60606**  
                              **Telephone: 312-314-0616**  
                              **Email: LB2546.a.att.com**

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

**[SIGNATURE PAGE FOLLOWS]**

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

