

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: Tom Dixon, Civil Engineering Technician

DATE: September 25, 2025 (B of T) Date: October 2, 2025

TITLE: License Agreement with AT&T

SUBMITTED BY: Carl Goldsmith, Director of Public Works

BACKGROUND/POLICY IMPLICATIONS:

Attached please find a resolution authorizing signatures of the Village President and Village Clerk on a License Agreement authorizing the Village of Lombard to use a portion of the parking lot at 20 N. Main Street for temporary parking.

Please place this item on the October 2, 2025, Board of Trustees consent agenda.

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.



#250321  
DISTRICT #1

**MEMORANDUM**

**TO:** Scott Niehaus  
Village Manager

**FROM:** Tom Dixon  
Civil Engineering Technician

**DATE:** September 25, 2025

**SUBJECT:** License Agreement for Use of AT&T's Parking Lot at 20 N. Main Street

The Village of Lombard will be resurfacing the parking lot at 21 N. Park Street between October 6, 2025, and October 10, 2025.

The Village is entering into a licensing agreement with Illinois Bell Telephone Company, LLC (AT&T) for the purpose of using a portion of their parking facility at 20 N. Main Street for temporary parking. 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 the parking lot from October 6, 2025, through October 10, 2025.

**R E S O L U T I O N**  
**R \_\_\_\_\_ 25**

**A RESOLUTION AUTHORIZING SIGNATURE OF**  
**PRESIDENT AND CLERK ON AN AGREEMENT**

**WHEREAS**, the Corporate Authorities of the Village of Lombard have received an Agreement between the Village of Lombard and Illinois Bell Telephone Company, LLC regarding the temporary use of a portion of the parking lot located at 20 N. Main Street as attached hereto and marked Exhibit "A"; and

**WHEREAS**, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such agreement.

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 agreement as attached hereto.

**SECTION 2:** That the Village Clerk be and hereby is authorized to attest said agreement as attached hereto.

Adopted this \_\_\_\_ day of October, 2025.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Approved by me this \_\_\_\_ day of October, 2025.

\_\_\_\_\_  
**Anthony Puccio**  
**Village President**

ATTEST:

\_\_\_\_\_  
**Ranya Elkhatib**  
**Village Clerk**

## NON-EXCLUSIVE PARKING LICENSE AGREEMENT

**THIS NON-EXCLUSIVE PARKING LICENSE AGREEMENT** (this “Agreement”) is made and entered into as of the **25<sup>th</sup> day of September, 2025**, by and between **Illinois Bell Telephone Company, LLC** (“Licensor”) and **Village of Lombard** (“Licensee”), with reference to the following facts:

### RECITALS

- A. Licensor is the owner of **20 N. Main Street, Lombard, Illinois** (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. Licensee shall restrict access to and shall not park in any of the areas outlined in red on the site plan attached hereto as Exhibit “A” including but not limited to all handicap parking spaces (Restricted AT&T Parking”). Such Restricted AT&T Parking areas shall be for the exclusive use of AT&T and its employees, contractors, or representatives. Licensee will take all steps necessary, including but not limited to clearly restrict access to the Restricted AT&T Parking 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. During the License Term, as defined below, License shall have the non-exclusive right to use the remaining parking areas (the “Licensed Area”) for the parking of passenger vehicles only. The use of the Licensed Area is for this limited use and for no other purpose. Licensee’s use of the Licensed Area is a non-exclusive right and this agreement can be cancelled at any time.

2. Licensor hereby grants to Licensee, its contractors, employees, invitees and agents and such persons as Licensee may authorize or designate (the “Licensee Parties”), permission to enter and use of the Licensed Area on

**Monday, October 6 – Friday, October 10, 2025**  
(The “License Term”).

3. Licensee shall not interfere with the business or operations or use of the Property 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, including but not limited to the Licensed Area, or with respect to the suitability of any of the Property for Licensee's use.

5. All activities by Licensee and the Licensee Parties will be at their sole Risk. Licensee acknowledges and agrees that Licensor does not provide any security for the Property and is not responsible for any loss or damage incurred by Licensee or its invitees. All activities by Licensee and its invitees on the Property, including the Licensed Area will be supervised by Licensee's own security, who will ensure that Licensee and invitees comply with all federal, state and local laws applicable to Licensee's use of the Property. Any additional temporary lighting required by Licensee or government regulations will be at Licensee's sole cost and expense.

At all times herein, Licensee, its agents, servants, employees, and representatives shall coordinate their activities in connection with the Property with **James Coleman** (telephone: **708-220-4305**).

6. Licensee shall return the Property to Licensor in the same condition as Licensee found the Property. 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. 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 Five Million Dollars (\$5,000,000.00). 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 addressed 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: Sue Bridge**  
**1405 Route 206, Room S1A16.10,**  
**Bedminster, NJ 07921**  
Telephone: 908-234-3872  
Email: [smbridge@att.com](mailto:smbridge@att.com)

To Licensee: **Village of Lombard**  
**Monika Reszka**  
**255 E. Wilson Avenue**  
**Lombard, IL 60148**  
Telephone: 630-620-5708  
Email: [reszkam@villageoflombard.org](mailto:reszkam@villageoflombard.org)

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective on the date first written above.

**LICENSOR:**

**Illinois Bell Telephone Company, LLC**

By: Sue Bridge  
Name: Sue Bridge  
Title: Manager – Global Real Estate  
Date: 9/25/25

**LICENSEE:**

**Village of Lombard**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

20 N. Main  
Lombard, IL  
Exhibit "A"

**NO PARKING HIGHLIGHTED IN RED**

