



#210158  
DISTRICT 1

**MEMORANDUM**

**TO:** Scott Niehaus  
Village Manager

**FROM:** Nicole Aranas  
Assistant Village Manager

**DATE:** May 18, 2021

**SUBJECT:** **Cruise Nights –License Agreement for 211 W. St. Charles Rd. and Revised Resolution for signature by the Village President and Village Clerk**  
**REVISED AGENDA UPDATE - SUPPLEMENT**

Attached for late agenda is the signed License Agreement from Fifth Third Bank at 211 W. St. Charles Road. This agreement is an addition to the agreements previously distributed for Lombard Family Health and the property owned by Ken Vandenbroucke.

The Resolution previously distributed has been revised to accommodate the final schedule for Cruise Nights 2021. The revised Resolution is attached.

## **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 \_\_\_\_\_, 2021;

**WHEREAS**, the Village intends to host and operate "Cruise Nights" on Saturday nights commencing June 12, 2021, through and including August 28, 2021, (excluding July 3), 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: 12, 19, 26

July: 10, 17, 24, 31

August: 7, 14, 21, 28

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.

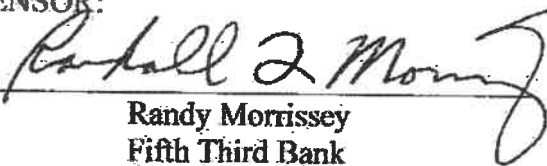
**VILLAGE OF LOMBARD:**

By: \_\_\_\_\_  
Village President

**ATTEST:**

By: \_\_\_\_\_  
Village Clerk

**LICENSOR:**

By:   
Randy Morrissey  
Fifth Third Bank

**RESOLUTION**  
**R -21**

**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 to host and operate “Cruise Nights” on Saturday nights through the summer with a final event schedule yet to be determined; 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” between the dates of June 12, 2021 and August 28, 2021, from 5:30 p.m. to 10:30 p.m., with a final schedule yet to be determined.

**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 or as amended to accommodate the final schedule for “Cruise Nights” in 2021.

**SECTION 2:** That the Village Clerk be and hereby is authorized to attest said agreements as attached hereto or amended to accommodate the final schedule for “Cruise Nights” in 2021.

**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 \_\_\_\_, 2021.

Ayes: Trustee

Nays: None

Absent: None

Approved this \_\_\_\_ day of \_\_\_\_, 2021.

\_\_\_\_\_  
**Keith T. Giagnorio**  
**Village President**

ATTEST:

\_\_\_\_\_  
**Elizabeth Brezinski**  
**Village Clerk**