

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: Scott Niehaus, Village Manager

DATE: April 27, 2026 (B of T) Date: May 7, 2026

TITLE: Cruise Nights – License Agreements for Use of Parking Lots at
118 and 211 W. St. Charles Road

SUBMITTED BY: Nicole Aranas, Deputy Village Manager

BACKGROUND/POLICY IMPLICATIONS:

Cruise Nights will commence on June 13, 2026, through and including August 22, 2026, excluding July 4, 2026.

Attached please find a resolution authorizing signatures of the Village President and Village Clerk on two License Agreements authorizing the Village of Lombard to use the parking lots at 118 and 211 W. St. Charles Road for Cruise Nights and Summer Concert Series.

Please place this item on the May 7, 2026, 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.



260163
(DISTRICT #1)

MEMORANDUM

TO: Scott Niehaus
Village Manager

FROM: Nicole Aranas
Deputy Village Manager

DATE: April 27, 2026

SUBJECT: Cruise Nights – License Agreements for Use of Parking Lots at
118 and 211 West St. Charles Road

Lombard Cruise Nights are scheduled to be held on Saturday evenings between June 13, 2026, and August 22, 2026, (excluding July 4), from the hours of 4:00 p.m. to 10:30 p.m. in downtown Lombard.

The Village has licensing agreements with two properties, 118 West St. Charles Road (PREA118 LLC) and 211 West St. Charles Road (Fifth Third Bank) for the purpose of using their parking facilities. The attached Resolution authorizes the signatures of the Village President and Village Clerk on these License Agreements.

RESOLUTION
R -26

**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 13, 2026, and August 22, 2026, (excluding July 4), from 4:00 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 ___ day of ____, 2026.

Ayes:

Nays:

Absent:

Approved by me this ___ day of _____, 2026.

Anthony Puccio
Village President

ATTEST:

Ranya Elkhatib
Village Clerk

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made between the **VILLAGE OF LOMBARD**, a municipal corporation, (the "Village") and **PREA118 LLC** (the "Licensor") (cumulatively referred as the "Parties") on _____, 2026;

WHEREAS, the Village intends to host and operate "Cruise Nights" on Saturday nights commencing June 13, 2026, through and including August 22, 2026, (excluding July 4), from 4:00 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 4:00 p.m. and 10:30 p.m. on the following dates:

June: 13, 20, 27
July: 11, 18, 25
August: 1, 8, 15, 22

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: Ryan Gallante
PREA118 LLC
118 W. St. Charles Road
Lombard, IL 60148

For the Village: Nicole Aranas
Deputy 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: _____
Anthony Puccio
Village President

ATTEST:

By: _____
Ranya Elkhatib
Village Clerk

LICENSOR:

By: _____
Ryan Gallante
PREA118 LLC

TEMPORARY LICENSE AGREEMENT

This License Agreement (the "Agreement") is made and entered into this 8th day of April 2026 between Fifth Third Bank, National Association having an address of 38 Fountain Square Plaza, Cincinnati, Ohio 45263 (the "Licensor") and the Village of Lombard, a _____ (the "Licensee") having an address of _____.

WHEREAS, the Licensor is the occupant of that certain real estate commonly known as Fifth Third Bank, NA, 211 W. St Charles Rd., Lombard, together with all improvements (including parking) located thereon and all rights and appurtenances thereto (the "Property") pursuant to a Lease Agreement between Licensor (as Tenant) and Licensee (as Landlord).

WHEREAS, Licensee desires to use the paved parking areas of the Property ("License Area") for the sole and limited purpose of hosting and operating "Cruise Nights" between 4:00pm and 10:30pm on Saturday nights commencing June 13, 2026, through and including August 22, 2026 (the "Permitted Use").

WHEREAS, the parties desire to set forth certain conditions and other matters for the Licensor granting use of the License Area;

NOW THEREFORE, for and in consideration of the above premises and the mutual benefits accruing to the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Licensor hereby grants to Licensee, upon and subject to the terms and conditions hereinafter set forth, a temporary non-exclusive license to use the License Area for the Permitted Use commencing June 13, 2026, through and including August 22, 2026 ("Term").
2. The use of the License Area shall be granted at no cost to Licensee.
3. Licensee shall, at its own expense, carry and maintain commercial general liability insurance in a combined single limited amount of not less than One Million Dollars (\$1,000,000.00) per occurrence insuring against bodily injury or death and property damage and shall name Licensor as an additional insured. Licensee shall furnish Licensor with a copy of its certificate of insurance (which must be on the ACORD form) at least one (1) business day prior to the Term of this Agreement commencing.
4. Licensee accepts the License Area in its "as is" condition without any warranty or representation whatsoever from Licensor.
5. Licensee represents and warrants that all activities shall be limited to the Permitted Use and to the License Area. In the event that other portions of the Property are trespassed upon, used, or damaged by Licensee, its employees, officers, directors, guests, agents or invitees, the Licensee shall promptly reimburse Licensor for any damages incurred (whether direct or indirect). The foregoing notwithstanding, Licensor shall not be precluded from pursuing any other damages to which it may be entitled to pursue at law or in equity.
6. Licensee shall, at Licensee's sole cost and expense, repair or shall cause the repair of any damage to the License Area caused by or in connection with Licensee's use of and entry into the License Area, and Licensee shall fully restore the License Area to the condition it was in prior to any such damage (including but not limited to the removal of any trash, rubbish or debris). Licensee's obligation to repair

any damage is in addition to and not in limitation of Licensor's right to pursue any other remedy set forth herein or otherwise available to Licensor at law or in equity as a result of the foregoing or any other breach hereof (all of which is expressly reserved).

7. If applicable, Licensee, at its sole cost and expense shall obtain permits and authorizations from applicable government authorities required prior to commencing activities on the License Area.

8. Licensee assumes all risk of loss, damage, injury or death, by whatever means, to person or property, by reason of any Licensee's use of the License Area, the condition of the License Area, the management, control or operation thereof, or anything else pertaining to the Property, and Licensee hereby does and shall indemnify, defend and hold harmless, with counsel selected by Licensor, and hereby releases and covenants not to sue, Licensor, its parent, affiliates and subsidiary corporations and their respective employees, officers, directors, agents and invitees (collectively, the "Licensor Parties") from and against any claims, costs, causes of action, litigation, judgments, settlements, losses, damages, expenses or liabilities (including, without limitation, attorney's fees and expenses) which may be suffered or incurred by Licensor or any Licensor Parties and arising out of, related to, caused by, resulting from or involving: (a) the entry onto, or the presence on or activities on the Property and License Area by Licensee, its employees, officers, directors, guests, invitees, contractors or agents, including, without limitation, any claim for injury or death to persons or damage to property, or (b) the breach by Licensee of any of the terms of this Agreement; or (c) any other matter resulting from this Agreement. This indemnity shall survive any termination or expiration of this Agreement or the license granted herein.

9. This Agreement shall not be modified or amended unless by an instrument in writing executed by both Licensor and Licensee.

10. This Agreement shall be governed by the laws of the State of Illinois.

11. Nothing contained herein will be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership or of joint venture between the parties hereto.

12. The person executing this on behalf of Licensee represents and warrants that such person is duly authorized by the governing body of Licensee to execute and deliver this Agreement on behalf of Licensee. This representation shall survive termination or expiration of this Agreement.

13. In the event any clause, sentence or portion of the terms, conditions, covenants and provisions of this Agreement are deemed illegal, null or void for any reason, or are held by any court of competent jurisdiction to be so, the remaining portions of this Agreement shall remain in full force and effect.

14. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one in the same instrument.

IN WITNESS WHEREOF, the Licensor and Licensee have executed this Agreement as follows:

LICENSOR:

LICENSEE:

FIFTH THIRD BANK

By: _____

Name: _____

By: _____

Name: _____

Title: _____

Title: _____

And:

By: _____

Name: _____

Title: _____