

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: May 12, 2021 (B of T) Date: May 20, 2021

TITLE: Cruise Nights – License Agreements for Use of Parking Lots at
118, 126 and 211 W. St. Charles Road

SUBMITTED BY: Nicole Aranas, Assistant Village Manager

BACKGROUND/POLICY IMPLICATIONS:

Attached please find a resolution authorizing signatures of the Village President and Village Clerk on three License Agreements authorizing the Village of Lombard to use the parking lots at 118, 126 and 211 W. St. Charles Road for Cruise Nights and Summer Concert Series. The final schedule for events are yet to be determined.

Please place this item on the May 20, 2021, 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.



#210158
DISTRICT 1

MEMORANDUM

TO: Scott Niehaus
Village Manager

FROM: Nicole Aranas
Assistant Village Manager

DATE: May 12, 2021

SUBJECT: Cruise Nights – License Agreements for Use of Parking Lots at
118, 12 and 211 West St. Charles Road

As you are aware, Lombard Cruise Nights are scheduled to be held on Saturday evenings throughout the summer. A final schedule for the car show and summer concerts remains pending easing of State restrictions on gatherings, movement of Illinois to Phase 5 of the Restore Illinois Plan, scheduling of bands, and staffing. While the Cruise Night Car Show and Summer Concert dates have yet to be determined, the proposed contracts would permit use of the parking lots between June 12, 2021, and August 28, 2021, (excluding July 3), from the hours of 5:30 p.m. to 10:30 p.m. in downtown Lombard.

The Village has licensing agreements with three properties, 118 West St. Charles Road (Ken Vandenbroucke, property owner), 126 West St. Charles Road (Lombard Family Health Center) 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.

The final schedule for the Cruise Nights Car Shows and Summer Concerts remains pending, the Village will continue to monitor several factors, particularly movement of the State of Illinois to Phase 5 where outdoor gatherings may be held without capacity restrictions. Due to the fact that the date upon which the State will move to Phase 5 is not currently confirmed and remains dependent on the various COVID-19 metrics, there is presently no firm date for movement to Phase 5. While the earliest possible date of movement to Phase 5 has been identified as June 11th, pending flat or improving performance under a variety of COVID-19 metrics, the Village is not likely to receive confirmation of movement until early to mid-June. Accordingly, it is likely that the car shows and summer concerts will not be formally scheduled until after the Fourth of July holiday weekend for the following reasons:

- There is no firm date for movement to Phase 5 of the Restore Illinois Plan;
- Movement to Phase 5 of the Restore Illinois Plan is unlikely to be announced until days before the movement;
- To accommodate communication and coordination with the local businesses downtown who are impacted by the event;
- To facilitate communication of the car show and concert series event with the greater public, including car show participants and local stakeholders; and,

- Confirmation and communications regarding any State public health measures and restrictions

Accordingly, while the final schedule for the Cruise Night Car Shows and Summer Concerts events remain pending, it is currently anticipated that the event will not begin until the Saturday following the 4th of July holiday weekend (Saturday, July 10th).

Once the State announces final movement to Phase 5 of the Restore Illinois Plan and upon approval of the final Cruise Nights schedule, staff will work with all interested parties to communicate the confirmed event schedule.

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.

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 ____, 2021.

Ayes: Trustee

Nays: None

Absent: None

Approved this ____ day of ____, 2021.

Keith T. Giagnorio
Village President

ATTEST:

Elizabeth Brezinski
Village Clerk

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.

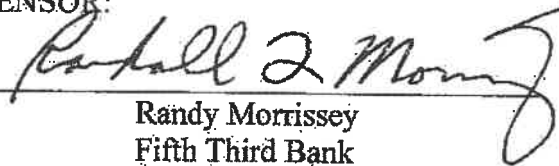
VILLAGE OF LOMBARD:

By: _____
Village President

ATTEST:

By: _____
Village Clerk

LICENSOR:

By: 
Randy Morrissey
Fifth Third Bank

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made between the **VILLAGE OF LOMBARD**, a municipal corporation, (the "Village") and Ken Vandenbroucke (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 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 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: Ken Vandenbroucke
229 S. Wilmette Avenue
Westmont, IL 60559

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:  _____
Ken Vandenbroucke
Property Owner

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made between the **VILLAGE OF LOMBARD**, a municipal corporation, (the "Village") and Lombard Family Health Center (the "Licensor") (cumulatively referred as the "Parties") on _____, 2021;

WHEREAS, the Village intends to host and operate "Cruise Nights" on Saturday nights commencing June 1, 2021, through and including August 28, 2021, (excluding July 3), from 5:30 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 4 of Subdivision of Original Town of Lombard

and commonly known as 126 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 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: Lombard Family Health Center
126 W. St. Charles Road
Lombard, IL 60148

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: _____
Dr. Gary Yong
Lombard Family Health