

RESOLUTION NO. R2022-30

**A RESOLUTION APPROVING AN AGREEMENT WITH AT&T CORP.
FOR USE OF THE PARKING LOT AT 28W615 FERRY ROAD
RELATED TO THE JULY 3 - 4, 2022 INDEPENDENCE DAY CELEBRATION**

WHEREAS, the City is a home rule municipal corporation pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the City is hosting an Independence Day Celebration and fireworks display on July 3 and 4, 2022 ("**Event**"); and

WHEREAS, AT&T Corp. ("**AT&T**") owns the parking lot at 28W615 Ferry Road ("**Parking Lot**"); and

WHEREAS, the City proposes to use the Parking Lot for Event parking; and

WHEREAS, the City and AT&T desire to enter into a license agreement to set forth their respective rights and obligations regarding the use of the Parking Lot for the Event ("**Agreement**"); and

WHEREAS, the Mayor and City Council have determined that it is in the best interest of the City and the public to enter into the Agreement with AT&T;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Recitals. The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

SECTION 2: Approval of Agreement. The Agreement with AT&T is hereby approved substantially in the form attached to this Resolution as **Exhibit A**, and in a final form to be approved by the City Administrator.

SECTION 3: Execution. The City Council hereby authorizes and directs the City Administrator to execute, on behalf of the City, the final Agreement.

SECTION 4: Effective Date. This Resolution shall be in full force and effect following its passage and approval in the manner provided by law.

[Signatures and Voting Record on Following Page]

PASSED THIS ____ day of _____, 2022.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED THIS ____ day of _____, 2022.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A
AGREEMENT

NON-EXCLUSIVE DAY LICENSE AGREEMENT

THIS NON-EXCLUSIVE DAY LICENSE AGREEMENT (this “Agreement”) is made and entered into as of the _____ day of **June 2022**, by and between **AT&T Corp.** (“Licensor”) and **City of Warrenville** (“Licensee”), with reference to the following facts:

RECITALS

- A. Licensor is the owner of **28W615 Ferry Road, Warrenville, Illinois** (the “Property”). Licensor’s Federal Identification Number is **13-4924710**.
- B. Licensee desires to use **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 from

Sunday, July 3rd, 2022 / 4:00 pm – 12:00 am
Monday, July 4th, 2022 / 6:00 am – 12:00 am

(The “License Term”) for the purpose of the **parking of passenger vehicles for attendees of City of Warrenville Independence Day celebration**. 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 and this agreement can be cancelled at any time.

- 2. 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.

- 3. 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, including but not limited to the parking area, or with respect to the suitability of any of the Property for Licensee’s use.

4. All activities by Licensee and its invitees 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 Parking Lot 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 **Eric Perez** (telephone: **847-212-9408**).

5. 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.

6. 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.

7. 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 address listed in Paragraph 13 herein.

8. The license granted in this Agreement is personal to Licensee, and Licensee may not assign or sublicense this Agreement, or any right granted herein.

9. This Agreement and any all rights granted herein are merely a license and does not confer any interest in the Property.

10. There shall be no third-party beneficiaries to this Agreement.

11. 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.

12. 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.

13. 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
 Rm 3B220, 1 AT&T Way
 Bedminster, NJ 07921
 Telephone: 908-234-3872
 Email: sb2798@att.com

To Licensee: **City of Warrenville**
 Dawn Grivetti / Executive Assistant / Deputy City Clerk
 3S258 Manning Avenue
 Warrenville, IL 60555
 Telephone: 630-836-3028
 Email: dgrivetti@warrenville.il.us

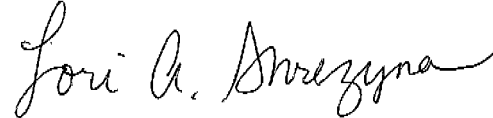
[SIGNATURE PAGE FOLLOWS]

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

LICENSOR:

AT&T Corp.

By:



Name: Lori Skrezyna

Title: Sr. Manager – PM&T

Date: 5/26/22

LICENSEE:

City of Warrenville

By:

Name: John M. Coakley

Title: City Administrator

Date: _____