

**VILLAGE OF ANTIOCH**

---

**22-01-01**

***AN ORDINANCE APPROVING A LICENSE AGREEMENT FOR THE VILLAGE OF  
ANTIOCH, ILLINOIS***

**ADOPTED BY THE PRESIDENT AND BOARD OF TRUSTEES  
OF THE  
VILLAGE OF ANTIOCH, ILLINOIS  
ON  
JANUARY 12, 2022**

---

**Published in pamphlet form by authority of the Village Board of the Village of  
Antioch, Lake County, Illinois,  
this 13<sup>th</sup> day of January, 2022.**

---

SCOTT J. GARTNER	<b>President</b>	MARY C. DOMINIAK	<b>Trustee</b>
		MARY J. PEDERSEN	<b>Trustee</b>
LORI K. ROMINE	<b>Clerk</b>	ED MACEK	<b>Trustee</b>
		SCOTT A. PIERCE	<b>Trustee</b>
DEL GALDO LAW GROUP, LLC	<b>Attorney</b>	PETRINA A. BURMAN	<b>Trustee</b>
		BRENT C. BLUTHARDT	<b>Trustee</b>

**Ordinance No. 22-01-01**

***AN ORDINANCE APPROVING A LICENSE AGREEMENT FOR THE VILLAGE OF ANTIOCH, ILLINOIS***

**WHEREAS**, the Village of Antioch ("Village") is an Illinois non-home rule municipality organized and operating under the Illinois Municipal Code (65 ILCS 5/1, *et seq.*) (the "Code"); and

**WHEREAS**, the Village President (the "President") and the Village Board of Trustees (the "Village Board", and together with the President, the "Corporate Authorities") are committed to promoting, protecting and preserving the health, safety, and welfare of its residents; and

**WHEREAS**, the Code authorizes the Village to take steps for public purposes; and

**WHEREAS**, the Village intends to permit Lions Club of Antioch Foundation, NFP (the "Lions Club") to use in a limited manner that certain real property located at the address commonly known as 741 Main Street, Antioch, Illinois 60002 (the "Property"); and

**WHEREAS**, the Village intends to proceed with the Lions Club use of the building pursuant to the license agreement in substantially similar form to the attached and incorporated Exhibit A, which sets forth the terms and conditions under which the Village will allow the Lions Club to use the Property (the "Agreement"); and

**WHEREAS**, based on the foregoing, the Corporate Authorities have determined that it is necessary, advisable, and in the best interests of the Village, and its residents, to approve and enter into the Agreement;

**NOW, THEREFORE, BE IT ORDAINED** by the President and Board of Trustees of the Village of Antioch, Lake County, Illinois, as follows:


**SECTION 1:** The Corporate Authorities hereby approve the Agreement. The Corporate Authorities hereby authorize and direct the President, or his designee, to execute the Agreement in accordance with its terms, or any modification thereof, and to ratify all previous action taken to effectuate the intent of this Ordinance. The Corporate Authorities hereby require the Lions Club to hold the Village harmless for its use of the Property. The Corporate Authorities hereby further authorize and direct the President, or his designee, to perform all necessary acts to effectuate the intent of this Ordinance and to authorize and direct the expenditure of all costs related thereto or resulting therefrom.

**SECTION 2:** All ordinances, resolutions and orders or parts of ordinances, resolutions and orders in conflict with this Ordinance are superseded to the extent of such conflict.

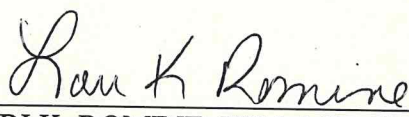
**SECTION 3:** The Village Clerk shall cause this Ordinance to be published in pamphlet form.

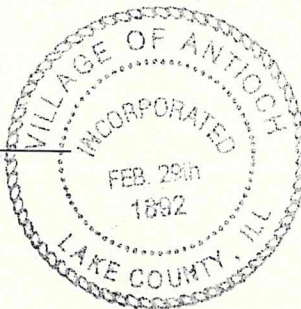
**SECTION 4:** This Ordinance shall be in full force and effect after passage and publication as provided by law.

PASSED by the President and Board of Trustees of the Village this 12<sup>th</sup> day of January, 2022.

  
SCOTT J. GARTNER, MAYOR

ATTEST:

  
LORI K. ROMINE, VILLAGE CLERK





STATE OF ILLINOIS       )  
                                      ) SS  
COUNTY OF LAKE        )

**CERTIFICATE**

I, Lori K. Romine, certify that I am the duly appointed Municipal Clerk of the Village of Antioch, Lake County, Illinois.

I certify that on January 12, 2022, the Corporate Authorities of such municipality passed and approved Ordinance No. 22-01-01, entitled “***AN ORDINANCE APPROVING A LICENSE AGREEMENT FOR THE VILLAGE OF ANTIOCH, ILLINOIS***” which provides that it should be published in pamphlet form.

The pamphlet form of **Ordinance No. 22-01-01**, including the Ordinance and cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the municipal building, commencing on January 13, 2022 and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the Municipal Clerk.

DATED at Antioch, Illinois, this 13<sup>th</sup> day of January, 2022

Lori K. Romine

Lori K. Romine, RMC/CMC  
Village Clerk



**EXHIBIT A**  
***[LICENSE AGREEMENT]***

## LICENSE AGREEMENT VILLAGE OF ANTIOCH, ILLINOIS

This License Agreement (this "Agreement") is made this 12<sup>th</sup> day of January, by and between the Village of Antioch, Illinois, an Illinois municipal corporation, (the "Licensor") and Lions Club of Antioch Foundation, NFP (the "Licensee" and collectively with the Licensor, the "Parties").

For and in consideration of the exchange of the amount of TEN and NO/100 U.S. Dollars (\$10.00) and of the covenants and agreements set forth herein, deemed satisfactory to the Parties, the Parties do hereby agree as follows:

1. **Grant of License.** Subject to the terms, conditions and limitations contained in this Agreement, including the Term Sheet attached hereto and incorporated herein as Schedule A, the Licensor hereby grants the Licensee the right to use and occupy the property located at 741 Main Street in Antioch, Illinois (the "Village Property"). The Parties acknowledge that the grant provided herein is limited to the express terms set forth in this Agreement.

2. **Term of Agreement.** The Term of this Agreement shall begin on the Commencement Date and shall end on the Expiration Date, as provided in the Term Sheet, unless sooner terminated as hereinafter provided.

3. **Use of the Village Property.** The Licensee and the Licensee's invitees shall be entitled to use the Village Property only for the purpose of storage of equipment and use. The Licensee and its invitees shall be bound by the terms and conditions of this Agreement. The Licensee shall not use the Village Property during hours other than as set forth in this Agreement without the prior written consent of the Licensor, which may be withheld in its sole discretion. The licensee will not have exclusive rights to the building, and the Licensor shall still have the building available for its use when deemed necessary or appropriate.

4. **Licensee's Covenants.** The Licensee agrees that the Licensee shall leave the Village Property in good order. The Licensee and the Licensee's invitees shall maintain proper decorum while using the Village Property, shall abide by and observe all reasonable rules and regulations established from time to time by the Licensor pertaining to the use of the Village Property and shall comply with all applicable laws, ordinances, orders, rules and regulations, now or hereafter in effect, of all governmental authorities relating to the Licensee's use of the Village Property, and shall not permit any use or manner of use of the Village Property in violation of the foregoing.

5. **Security.** The Licensee shall provide mutually acceptable security for the Village Property.

6. **Insurance.** The Licensee shall maintain a commercial general liability insurance policy, in ISO form or other form which provides coverage at least as broad,



written on an "occurrence" basis with a policy limit of not less than \$ \_\_\_\_\_ for each claim and \$ \_\_\_\_\_ each occurrence. At least three (3) days prior to the Event and at least three (3) days prior to the expiration of each policy, the Licensee shall furnish the Licenser with a certificate of insurance evidencing the coverage required hereunder and showing the Licenser as an additional insured.

7. **Sanitation.** The Licensee shall provide mutually acceptable means of sanitation during the term of this Agreement.

8. **Default and Termination.** If the Licensee fails to pay any monetary obligation due hereunder within ten (10) days after the due date or the Licensee fails to cure any other default within ten (10) days after written notice of such default, the Licenser may, in its sole discretion: (i) remove the Licensee and re-enter the Village Property and revoke this (license) Agreement; and (ii) whether or not the Licenser has re-entered, terminate this Agreement. In the event of any such termination, the Licenser shall be entitled to any expenses incurred by the Licenser in connection with termination and re-licensing. The Licensee shall reimburse the Licenser for all costs incurred by the Licenser in connection with a default of this Agreement by the Licensee, including reasonable attorneys' fees. The Licenser may also terminate this Agreement if the Licensee files or has filed against it any bankruptcy, insolvency or similar proceeding that is not dismissed within thirty (30) days after filing, or if the Licensee makes an assignment for the benefit of its creditors.

9. **Surrender of the Village Property.** Upon the expiration or earlier termination of this Agreement, the Licenser shall immediately surrender the Village Property to the Licenser without any payment therefore by the Licensee. Any personal property of the Licensee remaining in the Village Property after expiration or termination may, at the option of the Licenser, be deemed to have been abandoned, and may be disposed of by the Licenser in accordance with applicable law.

10. **Village Property Access.** The Licensee, its officers, agents, employees and representatives, shall have access to the Village Property to such extent as the Licenser shall, in its sole but reasonable discretion, deem necessary or appropriate.

11. **Indemnification.** The Licensee shall indemnify, defend and hold the Licenser harmless from and against any claim, loss, expense, injury or damage to the property or person of the Licenser or the Licenser's guests or their support staff, trainers, managers or personnel, occurring in or about the Village Property resulting from any cause whatsoever, including without limitation, the Licenser's use of the Village Property, except to the extent any such claim, loss, expense, injury or damage is caused by the Licenser. The Licenser shall not be responsible for any personal property left in the Village Property.

12. **Transfers by Licenser.** The Village Property is for the sole use of the Licenser and its invitees and the Licenser shall not assign, sublicense, rent or otherwise transfer the Village Property or any of the Licenser's rights under this Agreement, as security or otherwise, without the prior written consent of the Licensee. Regardless of any

consent by the Licensee, which may be granted or withheld in the Licensee's sole discretion, the Licensor shall in no event be released from liability under this Agreement.

**13. Notices.** All notices, consents, and other communications which may be required to be given hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid, or by commercial expedited delivery service, to the respective Party's address set forth on the Term Sheet. The Parties shall give notice to the other Party of any change in its address.

**14. Miscellaneous.** All rights and remedies of the Parties shall be cumulative and said rights and remedies may be exercised and enforced concurrently or separately. No waiver by either Party of any default or breach by the other Party hereunder shall be construed to be a waiver or release of any prior or subsequent default or breach hereunder, and no failure or delay by either Party in the exercise of any right or remedy shall be construed to constitute a forfeiture or waiver thereof or of any other right or remedy.

**15.1.** If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby but shall continue to be valid and enforceable to the fullest extent permitted by law.

**15.2.** This Agreement, together with the Term Sheet attached hereto, represent the complete agreement between the Parties with respect to use of the Village Property. No amendment or modification to this Agreement shall be effective unless in writing and signed by all the Parties.

**15.3.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to principles of conflict of laws. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Lake County.

**[THIS SPACE LEFT INTENTIONALLY BLANK]**



IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

**LICENSOR**

**Village of Antioch, IL**

By: 

Name: Scott H Gartner

Title: Mayor

Date: 1 / 14 / 22

**LICENSEE**

**Lions Club of Antioch Foundation, NFP**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE A**

**TERM SHEET**