

Item #7:
Resolution Authorizing Ela Township Library District Drop Off Box

VILLAGE OF LONG GROVE

RESOLUTION NO. 2011-R-__

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION
OF A LICENSE AGREEMENT WITH THE VERNON AREA PUBLIC LIBRARY DISTRICT FOR
THE INSTALLATION AND OPERATION OF A LIBRARY DROP-BOX**

WHEREAS, the Village of Long Grove ("**Village**") is an Illinois municipal corporation and is the owner of real property commonly known as the Stemple Municipal Parking Lot ("**Village Property**"); and

WHEREAS, the Vernon Area Public Library District ("**Library District**"), an Illinois public library district, has requested that the Village provide the Library District with a license to install, operate, and maintain a public "drop-box" for the return of library books and materials on the Village Property; and

WHEREAS, the President and Board of Trustees have determined that it is in the best interests of the Village to enter into a license agreement with the Library District generally in the form attached to, and by this reference incorporated into, this Resolution as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF LONG GROVE, LAKE COUNTY, ILLINOIS, as follows:

Section 1. Recitals. The recitals set forth above are incorporated as a part of this Resolution by this reference.

Section 2. Approval of the License Agreement. The Long Grove Board of Trustees hereby approves the License Agreement between the Village and the Library District in a form substantially the same as Exhibit A and in final form acceptable to the Village Manager and the Village Attorney.

Section 3. Execution of the License Agreement. The Village President and Village Clerk shall be, and hereby are, authorized to execute the final License Agreement on behalf of the Village.

Section 4. Effective Date. This Resolution shall be in effect from and after its passage and approval in the manner provided by law.

PASSED this __th day of January, 2011.

AYES: ()

NAYS: ()

ABSENT: ()

APPROVED this __th day of January, 2011.

Village President

ATTEST:

Village Clerk

EXHIBIT A

LICENSE AGREEMENT

LICENSE AGREEMENT

This License Agreement (the "**Agreement**") is made this ___ day of _____, 2011 by and between the Village of Long Grove, Illinois, an Illinois municipal corporation (the "**Village**") and the Vernon Area Public Library District, an Illinois public library district, (the "**Licensee**").

RECITALS

A. The Village is the owner of certain real property in Lake County, Illinois, which property is legally described on the attached Exhibit A and commonly known as the Stemple Municipal Parking Lot (the "**Village Property**").

B. Licensee has requested that the Village provide Licensee with a license to install, operate, and maintain a public "drop-box" (including all improvements, equipment, and personal property) for the return of library books and materials (the "**Drop-Box**") on the Village Property.

C. The Village has agreed to provide Licensee with a license to use the portion of the Village Property depicted in Exhibit B ("**Licensed Premises**"), which is attached hereto and, by this reference, made a part of this Agreement, to install, operate, and maintain the Drop-Box in accordance with plans and specifications approved by the Village.

D. The Village is willing to grant such a license on the terms and conditions contained herein.

NOW THEREFORE, for and in consideration of the sum of \$10.00 in hand paid and the terms set forth in this Agreement (including the foregoing Recitals, which are incorporated herein), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

ARTICLE 1 - GRANT OF LICENSE; TERM

1.1 Grant of License. Subject to the terms and conditions set forth in this Agreement, the Village hereby grants to Licensee a license (the "**License**") to use the Licensed Premises for the purposes described herein.

1.2 Term of License. Subject to Section 5.1, the License shall be for a term beginning on the date of execution of this Agreement and continuing until the License is terminated as provided in Section 1.3.

1.3 Termination. Either party may terminate this Agreement and revoke the License at any time without cause upon 120 days prior written notice to the other party.

ARTICLE 2 - USE AND ACCESS

2.1 Approved Use. Licensee and its employees, agents, contractors, and invitees have authority to use the Licensed Premises to install, operate, and maintain the Drop-Box in accordance with plans and specifications approved from time-to-time by the Village pursuant to Section 3.2, and for no other purpose whatsoever. The Licensee agrees that it shall not use the Licensed Premises in any manner that unreasonably interferes with the Village's use of the Village Property, including operation of the Stemple Municipal Parking Lot. The Licensee agrees that all work performed upon the Licensed Premises, including maintenance pursuant to Section 3.1, shall be done and completed at the sole expense of the Licensee.

2.2 Reservation of Rights. The Village hereby reserves the right to enter upon and use the Licensed Premises in any manner that will not unreasonably interfere with the exercise by the Licensee of the rights granted hereunder.

ARTICLE 3 - MAINTENANCE AND IMPROVEMENTS

3.1 Maintenance. The Licensee must maintain the Licensed Premises and the Drop-Box located within the Licensed Premises in good and neat condition and repair. The Licensee must keep the Licensed Premises free of debris and free of any dangerous, noxious, hazardous, or offensive condition and must not allow any misuse of the Licensed Premises. The Licensee must pay for all costs of maintenance and repair of damage to the Licensed Premises caused by the Licensee or its employees, agents, contractors, and invitees.

3.2 Improvements. The Licensee may make improvements or alterations to the Licensed Premises and undertake such other actions in connection with the installation of the Drop-Box, but only upon the specific prior written consent of the Village Manager or the Village President. The Licensee shall deliver to the Village plans and specifications as may be acceptable to the Village for purposes of determining whether the Drop-Box can be constructed and maintained in accordance with the terms and purposes of this Agreement. The Village agrees not to unreasonably withhold, delay, or condition its approval of any plans and specifications that the Licensee may submit for the Drop-Box in connection with this License.

3.3 Restoration. The Licensee agrees that, upon the revocation of the License as provided in this Agreement, the Licensee shall remove the Drop-Box (including without limitation all of the Licensee's improvements, equipment, and other personal property) from the Licensed Premises. The Licensee shall restore the Licensed Premises to the same condition as existed prior to the Licensee's tenancy thereon, except for reasonable wear and tear.

ARTICLE 4 - INDEMINIFICATION

4.1 Indemnification. Licensee hereby agrees to indemnify and hold the Village harmless from and against any and all claims, actions, damages, liabilities, obligations, losses, costs and expenses (including attorneys' fees) arising from, relating to, or claimed to have been caused by the acts or omissions of Licensee or its agents, employees, contractors, or invitees in connection with the use of the Licensed Premises or any other matter described herein.

ARTICLE 5 - BREACH; REVOCATION OF LICENSE

5.1 Breach and Revocation. The Licensee will be in breach of this Agreement if the Licensee violates any provision of this Agreement or any law, code, or ordinance applicable to

the Licensee's use of the Licensed Premises. In the event of any such breach, the Village shall have the right, in addition to all other rights and remedies available hereunder, at law or in equity, to revoke the License upon delivery of notice (the "**Revocation Notice**") to the Licensee. The Licensee must remove the Drop-Box (including without limitation all of the Licensee's improvements, equipment, and other personal property) from the Licensed Premises within three days after the delivery of the Revocation Notice. The Village has the authority thereafter to enter the Licensed Premises and remove the Drop-Box (including without limitation all of the Licensee's improvements, equipment, and other personal property) left behind by the Licensee.

ARTICLE 6 - GENERAL

6.1 Notices. Notices shall be in writing and sent via United States mail, recognized overnight courier, or messenger to the parties at the addresses listed below. Notices shall be deemed delivered upon (i) the second business day after mailing, (ii) the next business day if sent via overnight courier, or (iii) the date of delivery if sent via messenger. The parties' addresses for purposes of notice are:

Notices to Village:

Village Manager
Village of Long Grove
3110 Old McHenry Road
Long Grove, IL 60047

Notices to the Licensee:

Either party may change its address for purposes of notice upon notifying the other party in the manner set forth above.

6.2 Choice of Law. This Agreement shall be construed under the laws of the State of Illinois.

6.3 Amendment/Termination. Except as otherwise provided in this Agreement, this Agreement may only be amended, modified, or terminated pursuant to a writing signed by the parties hereto, or their successors and assigns.

6.4 Non-Waiver. No waiver by either party of any default in performance on the part of the other party, or of any breach or series of breaches, of any term, covenant, or condition of this Agreement will constitute a waiver of any subsequent breach or a waiver of any term, covenant, or condition.

6.5 Severability. If any provision of this Agreement, or the application of any such provision to any person or circumstance, is held by any court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid, will be construed as if the void or unenforceable provision were not included in this Agreement.

6.6 Construction. This Agreement is to be construed as if the parties were equally responsible for drafting its provisions.

6.7 Entire Agreement. This writing constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. It supersedes all prior oral and written understandings, agreements, representations, and negotiations.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

VILLAGE OF LONG GROVE

VERNON AREA PUBLIC LIBRARY DISTRICT

By: _____
Village President

By: _____

ATTEST:

ATTEST:

By: _____
Village Clerk

By: _____

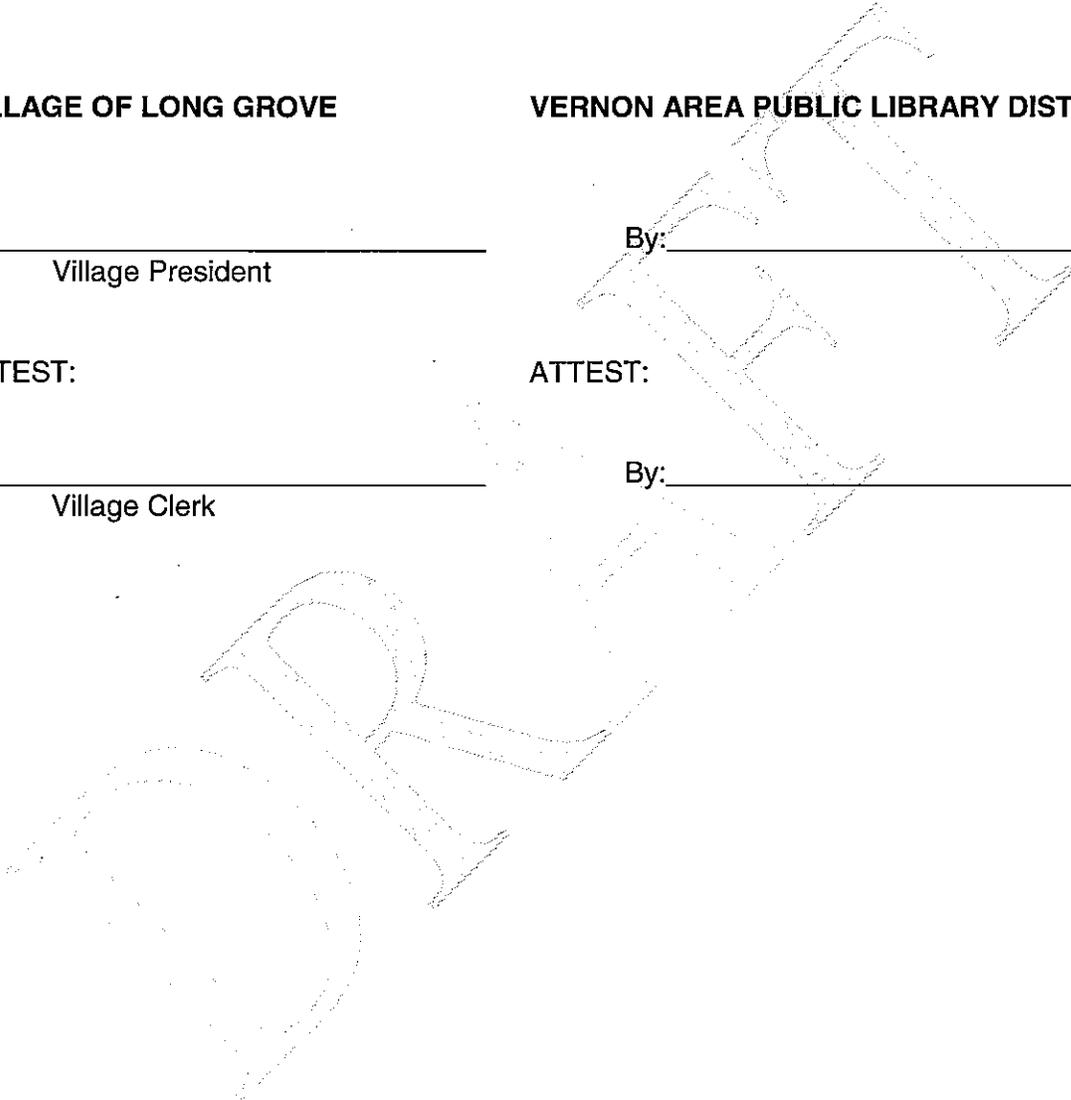


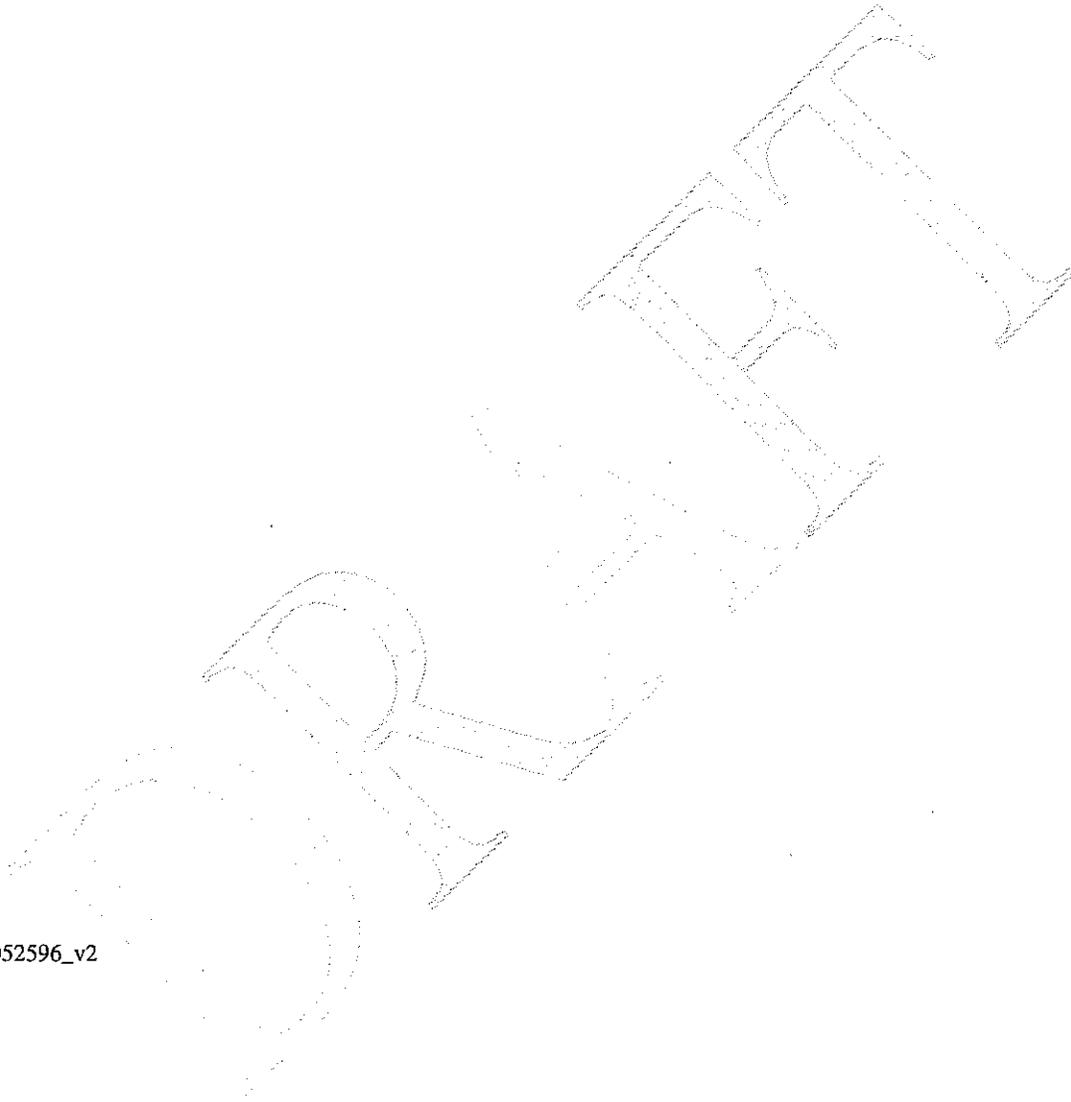
EXHIBIT A

VILLAGE PROPERTY LEGAL DESCRIPTION

DRAFT

EXHIBIT B

DEPICTION OF LICENSED PREMISES



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