

**VILLAGE OF VERNON HILLS  
ORDINANCE 2024-113**

**AN ORDINANCE AUTHORIZING A LICENSE AGREEMENT WITH  
LINCOLNSHIRE – PRAIRIE VIEW SCHOOL DISTRICT 103 FOR USE OF SCHOOL  
DISTRICT PROPERTY FOR THE VHAC PARKING EXPANSION PROJECT**

**WHEREAS**, the Village of Vernon Hills, County of Lake, State of Illinois (*“the Village”*) is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

**WHEREAS**, the Village maintains the Vernon Hills Athletic Complex and desires to expand the parking availability at the facility; and

**WHEREAS**, the Village leases property from Lincolnshire – Prairie View School District 103 for athletic use at the VHAC; and

**WHEREAS**, a portion of the parking expansion project falls within the leased are; and

**WHEREAS**, in order to construct the project the Village shall enter into a license agreement for use of school district property with Lincolnshire – Prairie View School District 103; and

**WHEREAS**, the Village Board hereby agrees that this agreement is in the best interests of our residents.

**NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1: APPROVAL:** The Village Manager is hereby authorized to execute the License Agreement for Use of School District Property and all other documentation with Lincolnshire – Prairie View School District 103 for the VHAC Parking Expansion project.

**SECTION 2: EFFECTIVE DATE:** This Ordinance shall be in full force and effect from its passage and approval.

**SECTION 3: ORDINANCE NUMBER:** This Ordinance shall be known as Ordinance Number 2024-113.

Dated the 13th of August, 2024

*[Signature Page to Follow]*

Adopted by roll call votes as follows:

AYES: 6 – Oppenheim, Marquardt, Forster, Schenk, Koch, Byrne

NAYS: 0 - None

ABSENT AND NOT VOTING: 1 - Takaoka

  
\_\_\_\_\_  
Roger L. Byrne, Village President

PASSED: 08/13/2024

APPROVED: 08/13/2024

ATTEST: 08/13/2024

  
\_\_\_\_\_  
Kevin Timony, Village Clerk



**EXHIBIT A**

*License Agreement for Use of School District Property*

LICENSE AGREEMENT FOR USE OF SCHOOL DISTRICT PROPERTY

This License Agreement (“Agreement”) made this \_\_\_\_ day of, \_\_\_\_\_ 2024, by and between Lincolnshire – Prairie View School District 103 (“Licensor”) and the Village of Vernon Hills (“Licensee”). Licensor and Licensee are hereinafter sometimes individually referred to as “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Licensee is performing certain construction work along the south side of Nike Parkway in the Village, to create additional vehicle parking facilities to support the Vernon Hills Athletic Complex (“VHAC”) (the “Project”), and in furtherance of the work related to the Project is seeking access to certain nearby property owned or otherwise controlled by Licensor to use it for the parking facilities, for construction of these facilities, for the temporary ingress/egress of construction materials and personnel and for the temporary storage of construction materials during the Project. Accordingly, the parties have agreed to enter into this revocable License;

WHEREAS, it is understood by the parties hereto that Licensor has rights in and otherwise controls the Licensed Property and;

WHEREAS, the Licensed Property shall mean that approximately \_\_\_\_\_ square foot area of Licensor’s property located at or near the south side of Nike Parkway, east of S. Fairway Drive, as more specifically illustrated in the plan that shows the area in highlighted in blue, attached hereto as Exhibit A.

WHEREAS, Licensor is willing to consent to Licensee’s use of the Licensed Property in a manner that does not in any way compromise Licensor’s interest in the Property.

For good and valuable consideration, Licensor grants to Licensee, a revocable License conveying the nonexclusive right and privilege to enter upon and use certain real property, the Licensed Property, under the following terms and conditions.

AGREEMENT

**NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:**

1. The Licensed Property shall mean that approximately \_\_\_\_\_ square foot area of Licensor’s property located at or near the south side of Nike Parkway, east of S. Fairway Drive, as more specifically illustrated in the plan that shows the area in highlighted in blue, attached hereto as Exhibit A.

2. Subject to the terms and conditions contained in this Agreement, Licensor grants to Licensee a non-exclusive and revocable license (the "License") to use portions of the Licensed Property as designated by Licensor for parking facilities, for construction of these facilities, for the temporary ingress/egress of construction materials and personnel and for the temporary storage of construction materials
3. This License shall continue to the benefit of the Licensee for a term of five (5) years, beginning at the time of execution of this Agreement, and shall then automatically renew for a subsequent five (5) year term. This automatic renewal shall continue for additional five (5) year terms, unless either Party requests that the License be terminated, by sending written notice to the other Party of such request for termination.
4. The provisions of this Agreement are not intended to relinquish, nor shall they be construed to relinquish, the authority of the Licensor or its representatives to exercise the Licensor's rights as property owner.
5. Licensor and Licensee agree that this lease shall be subject and subordinate at all times to the terms and conditions of the September 15, 2000 Quitclaim Deed. Licensor and Licensee agree to abide by all terms and conditions contained in said Quitclaim Deed and further agree to surrender the portion of land hereby upon sixty (60) days notice from the United States Department of Education. The parties further acknowledge that this lease and any renewals are subject to the approval of the United States Department of Education.

#### 6. LICENSEE'S RESPONSIBILITIES

All of the responsibilities, obligations, liabilities and covenants contained herein shall be at Licensee's sole cost and expense.

- a. Licensee is solely responsible for all supervision and security associated with its use of the Property.
- b. Licensee acknowledges that it has inspected the Property, that it is satisfied with its physical condition and its suitability for its intended use and that it accepts the Property in its current condition. Licensee is solely responsible for determining whether the Property is safe and appropriate for any of its intended activities and shall inspect the Property prior to and subsequent to each use to determine the suitability of the Property for any contemplated use and to identify any safety hazards. Licensee shall take all reasonable measures to protect volunteers, staff, participants, spectators, visitors, guests, officials, and invitees, from known safety hazards. Licensee shall promptly advise the Licensor of any known safety hazards. Licensee agrees to accept the Licensed Property in an "as is" condition.

- c. Licensee shall maintain the Property in a safe, sanitary and sightly condition. Licensee shall remove mud, dirt, dust and debris tracked on to hard surfaces inside and outside the Property, including onto public roads and maintain any roads by a date and time requested by the Licensor. Within thirty (30) days of termination of this Agreement, Licensee shall remove any of its property that is stored on the Property and shall restore the Property to its original condition.
- d. Licensee shall immediately advise the Licensor of any damage made to Licensor property. Licensee shall promptly notify the Licensor in writing of any condition or activity upon the Property which creates a risk of harm to persons or property, and Licensee shall take timely and appropriate action to prevent injury to persons or property arising out of such condition or activity. Licensee's notification of the Licensor shall not relieve the Licensee of any other obligations imposed on it by this Agreement. Licensee shall respond promptly to the Licensor's request for information regarding any such said condition or activity.
- e. Licensee shall be responsible for any damage done to the Property beyond normal wear and tear, and shall fully and promptly reimburse Licensor for all costs and expenses incurred by Licensor in repairing and/or remedying said damage, including but not limited to any pollutants or contaminants resulting from the use of the Property.
- f. In use, operation and maintenance of the Property, Licensee shall comply fully and shall cause its employees, agents, contractors, volunteers, representatives and invitees to comply fully with all applicable federal, state, county and local laws, rules and regulations.
- g. The Licensor does not assume any care, custody, or control of any personal property, materials or equipment upon the Property. Licensee is solely responsible for the care, custody, and control of any property, materials or equipment brought onto the Property. Licensee shall perform all activities on and about the Property in such a manner as not at any time to endanger or interfere with Licensor operations or with the Licensor's equipment, or other property.
- h. The Licensor does not assume any liability for property lost or stolen on the Licensor Property or for personal injuries sustained on the Property during Licensee's use of any Licensor Property; or for property loss or damage of adjacent properties, for Licensee's personal property, or equipment located on the Property. All personal property that is brought upon the Property by Licensee (or any person or firm asking for or on behalf of the Licensee) shall be brought upon the Property at the sole risk of the Licensee.
- i. Licensee shall not use the Licensor's Property for any activities involving the use, generation, treatment, storage or disposal of any hazardous or toxic chemical, material, substance or waste. Licensee shall not conduct any activity on the Licensor's Property or use the Licensor's Property in any manner (i) which would cause the Licensor's Property

to become a hazardous waste treatment, storage or disposal facility, (ii) so as to cause a release or threat of a release of hazardous waste from the Licensor's Property, (iii) so as to cause a discharge of pollutants or effluents into any water source or system. Licensee shall comply with all applicable federal, state and local laws, ordinances, rules and regulations or (iv) so as to cause a discharge or deposit on the Licensed Property of any environmental contaminants as regulated by the all applicable Federal, State and local regulations, including but not limited to gasoline and/or petroleum related contaminants from any of the Licensee's construction related equipment.

- j. It is expressly understood, agreed upon and the specific intent of the Parties that the Licensor, its officers, trustees, agents and employees will at no time assume responsibility or liability for actions of Licensee or Licensee's employees, agents or representatives under this Agreement. Licensee agrees to indemnify and hold harmless the Licensor, its officers, trustees, agents and employees from and against all claims, suits, damages, losses and expenses of any kind whatsoever, including attorney's fees, arising out of or by reason of the willful or wanton actions of the Licensee and Licensee's employees, agents and representatives under this Agreement.
- k. The Licensee shall not assign, transfer, pledge, sublet, surrender or otherwise encumber or dispose of this Agreement or any portion of it or any rights and privileges created by it and shall not permit any other person or persons, company or corporation to use or occupy the Property or any part of it without the prior written consent of the Licensor.
- l. The Licensor reserves the right to impose additional conditions, terms, restrictions or other requirements determined to be necessary by it for the public health, safety and welfare of its citizens.

## 7. INSURANCE AND INDEMNIFICATION

### a. General and Umbrella Liability Insurance

Licensee must obtain general liability (GL) and, if necessary, umbrella insurance with a limit of not less than one million dollars (\$1,000,000) each occurrence and umbrella insurance in the amount of two million dollars (\$2,000,000.00).

GL insurance shall be written on Insurance Services Office (ISO) occurrence form or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of the Licensor assumed in a license agreement).

Licensor shall be included as an insured under the GL, using ISO additional insured endorsement or a substitute providing equivalent coverage, and under the commercial

umbrella, if any. The insurance shall contain no special limitations on the scope of protection afforded to the Licensor, its officers, officials, employees, agents, or volunteers.

This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Licensor. Any insurance or self-insurance maintained by the Licensor shall be excess of the Licensee's insurance and shall not contribute with it.

b. General Insurance Provisions

1. Evidence of Insurance

Prior to entering the license premises and/or exercising any rights under this License Agreement, Licensee shall furnish the Licensor with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for thirty (30) days' written notice to the Licensor prior to the cancellation or material change of any insurance referred to therein. Written notice to the Licensor shall be by certified mail, return receipt requested.

Failure of the Licensor to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Licensor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Licensee's obligation to maintain such insurance.

The Licensor shall have the right, but not the obligation, of prohibiting Licensee from entering the license premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Licensor.

Failure to maintain the required insurance may result in termination of this License Agreement at the Licensor's option.

Licensee shall provide certified copies of all insurance policies required above within thirty (30) days of Licensor's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Licensor has the right to reject insurance written by an insurer it deems unacceptable.

### 3. Cross-Liability Coverage

If Licensee's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

#### c. Indemnification

Licensee shall release, indemnify, defend and hold harmless the Licensor and its officers, officials, employees, volunteers and agents and each of them, from and against any and all claims, damages, losses and expenses, including but not limited to legal fees, that arise in from (i) the exercise of any of the rights granted to the Licensee by this Agreement; (ii) any breach of this Agreement by the Licensee, (iii) the design, construction, inspection, repair, renewal, maintenance, reconstruction, existence, operation, use, misuse, relocation or removal of any part of the Property; (iv) any act or omission of the Licensee relating in any matter to this Agreement; (v) the conduct or management of the Property or of any business or activity therein, or any work or thing whatsoever done, or condition created in or about the Property during the term of the License Agreement; (vi) any willful or wanton conduct of Licensee or any of Licensee's agents, employees, guests, licensees, invitees or contractors of Licensee; (vii) any accident, injury or damage whatsoever occurring in or at the Property. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any Party or person described in this Paragraph. Licensee shall similarly protect, indemnify and hold and save harmless the Licensor, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Licensee's breach of any of its obligations under, or Licensee's default of, any provision of this License Agreement.

### 8. NO THIRD PARTY BENEFICIARY OR TRANSFER OF LICENSE

This License Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party. The License granted under this Agreement shall be purely a personal privilege, and shall not constitute property, nor shall it be subject to attachment, garnishment, or execution, nor shall it be alienable or transferable, voluntarily or involuntarily, or subject to being encumbered or hypothecated. Such License shall not descend by the laws of testate or intestate devolution but shall cease upon the death of the Licensee.

### 9. MISCELLANEOUS

- a. The Licensor does not warrant its title to the Property and hereby expressly disclaims any implied or express warranties of any type or nature, including but not limited to warranties of merchantability or suitability for a particular purpose with respect to the Property.
- b. This Agreement may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same Agreement.
- c. In the event any term or provision of this Agreement shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.
- d. This Agreement embodies the entire agreement between the Parties hereto and supersedes any and all prior agreements and understandings, whether written or oral, and whether formal or informal. In addition, this Agreement embodies and merges the entire understanding between and among the Parties hereto, and any and all prior correspondence, conversations, or memoranda relating the subject matter stated herein are being merged herein and replaced hereby. No change hereto shall be effective without the written consent and authorization of all of the Parties hereto.
- e. Notwithstanding anything to the contrary contained in this Agreement, the terms, provisions, conditions and indemnifications of this Agreement shall survive the termination of this Agreement.
- f. This Agreement shall be governed by the laws of the State of Illinois. The provisions of this Agreement shall be enforceable in any action in law or in chancery. The Parties hereto agree that any legal action to enforce any right or obligation contained in or arising out of this Agreement shall be brought in the Circuit Court of Lake County, Illinois.
- g. In construing this Agreement and/or determining the rights of the Parties hereunder, no Party shall be deemed to have drafted or created this Agreement, or any portion thereof but the Licensee acknowledges that it has requested this Agreement and shall fully comply with all of its terms.
- h. The Licensor does not waive or release any claims it has or may have in the future against the Licensee. The failure of any Party to this Agreement to enforce the provisions of this Agreement or require performance by another party under any of the Agreement provisions, shall not be construed as a waiver of such provision(s) or affect the right of the Party to thereafter enforce the provisions of this Agreement. Waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of this Agreement.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed as of the date first above written.

Licensee – Village of Vernon Hills

By: *Gregory Byrnes*

Its: Village President

Licensor - Lincolnshire – Prairie View School District

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

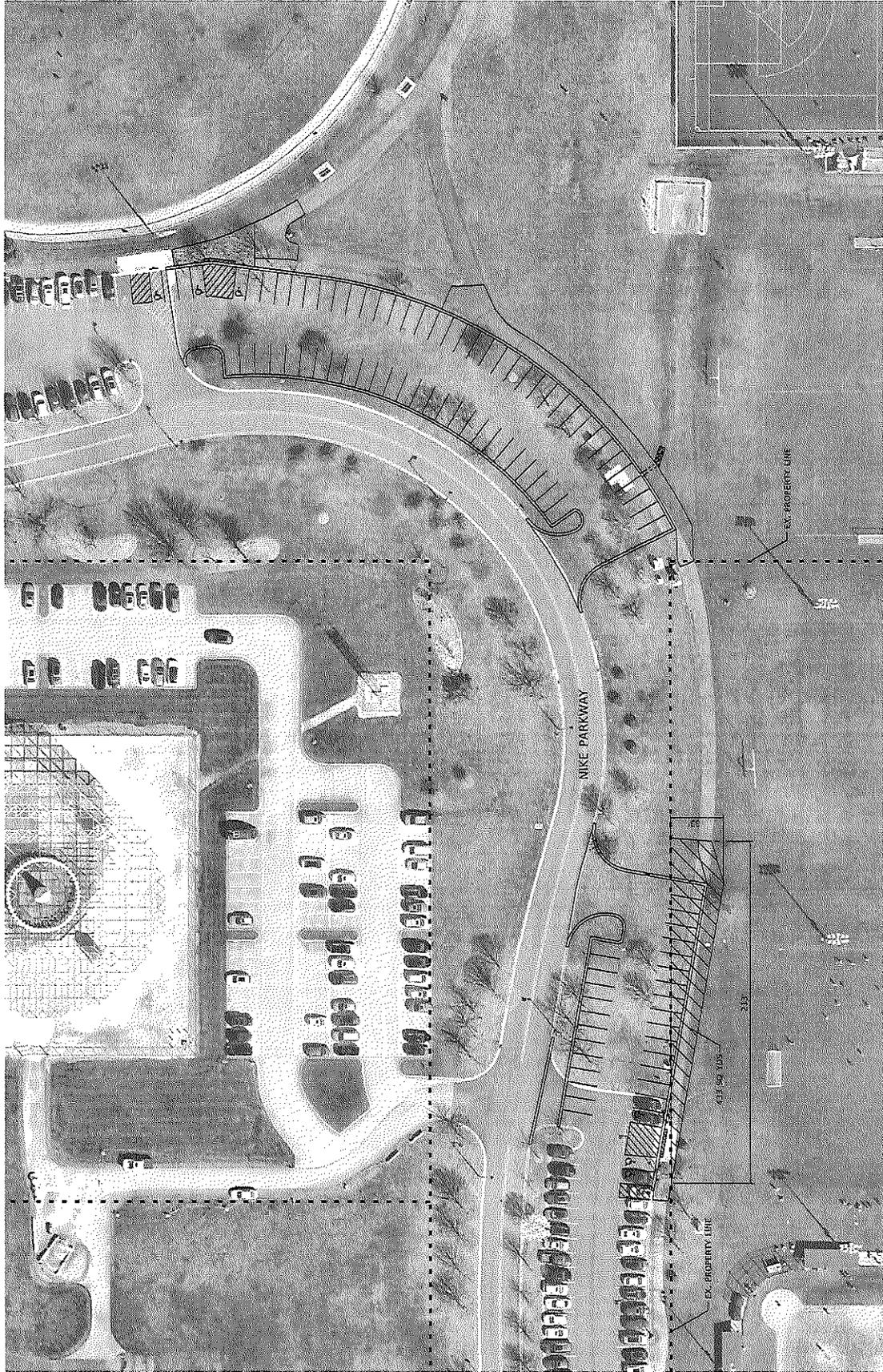
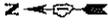
Its: \_\_\_\_\_

ATTEST:

By: *K. T. King*  
Village Clerk



EXHIBIT A  
DEPICTION OF LICENSED PROPERTY



DRAWING NO. \_\_\_\_\_  
 1 of 1

LICENSE AGREEMENT EXHIBIT

VILLAGE OF VERNON HILLS  
 ATHLETIC COMPLEX PARKING EXPANSION

thomas.  
 ENGINEERING & ARCHITECTURE  
 A DIVISION OF THE HUBBARD GROUP

thomas engineering group, llc  
 600 E. 20th St.  
 Oak Brook, IL 60453  
 phone: 630-533-1700

NO.	DATE	DESCRIPTION

DRAWN BY: JBH      DATE: 06/18/24  
 CHECKED BY: MEC      SCALE: 1" = 30'

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2024-113

AN ORDINANCE AUTHORIZING A LICENSE AGREEMENT WITH LINCOLNSHIRE –  
PRAIRIE VIEW SCHOOL DISTRICT 103 FOR USE OF SCHOOL DISTRICT PROPERTY  
FOR THE VHAC PARKING EXPANSION PROJECT

THE 13<sup>th</sup> DAY OF AUGUST 2024

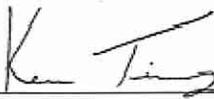
Published in pamphlet form by the Authority of the  
President and Board of Trustees of the Village of  
Vernon Hills, Lake County, Illinois, this  
13<sup>th</sup> day of August, 2024



AFFIDAVIT OF SERVICE

STATE OF ILLINOIS        )  
  )  
COUNTY OF LAKE         )

I, KEVIN TIMONY, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE NO. 2024-113 AN ORDINANCE AUTHORIZING A LICENSE AGREEMENT WITH LINCOLNSHIRE – PRAIRIE VIEW SCHOOL DISTRICT 103 FOR USE OF SCHOOL DISTRICT PROPERTY FOR THE VHAC PARKING EXPANSION PROJECT TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM AUGUST 13, 2024 TO AUGUST 23, 2024.

  
\_\_\_\_\_  
Kevin Timony, Village Clerk

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 23<sup>RD</sup> DAY OF JULY 2024

  
\_\_\_\_\_  
Notary Public

**OFFICIAL SEAL**  
ELIZABETH KOEHL  
Notary Public - Illinois  
Commission No. 749937  
My Commission Expires July 22, 2027