



AGENDA ITEM # 7C

**AGENDA ITEM EXECUTIVE SUMMARY
Village Board Meeting
November 11, 2019**

Item Title: Fire Department Training Agreement

Staff Contact: Mark Bozik, Deputy Fire Chief

VILLAGE BOARD ACTION

Adopt a resolution authorizing the Mayor to execute a license agreement between the Village of Roselle and 400 Roselle LLC for the Village's use of 439 E. Lawrence for training activities.

Executive Summary:

The property at 439 E. Lawrence, the former Ray Graham building, has been purchased by a developer that desires to redevelop the property. The property currently is sitting vacant. Fire department staff has been in contact with the developer seeking permission to conduct fire department training in the building. Training with actual structures provides invaluable training to fire personnel that cannot be duplicated. Attached is an agreement that spells out how the property can be used by the Village. This agreement, which was approved by the Village attorney, provides that no live fire training will be conducted on the property, the exterior of the property will not be disturbed as to remain secure and visually acceptable and that the developer is not responsible if a Village employee is injured on the property during training. It is anticipated that both the fire and police departments will be able to utilize the property over the next several months for training activities.

Implications:

Is this item budgeted?

There are no budget implications as a result of this agreement

Any other implications to be considered?

No

Attachments:

Resolution

License Agreement

RESOLUTION NO. 2019-

**A RESOLUTION AUTHORIZING THE MAYOR
TO EXECUTE A LICENSE AGREEMENT BETWEEN THE VILLAGE OF ROSELLE
AND 400 ROSELLE LLC FOR THE VILLAGE'S USE OF 439 E. LAWRENCE FOR
TRAINING ACTIVITIES**

WHEREAS, the corporate authorities of the Village of Roselle deem it in the best interests of the Village to enter into an agreement with 400 Roselle LLC; and

WHEREAS, training with actual structures provides realistic training for public safety officials; and

WHEREAS, 400 Roselle LLC has offered their property to the Village to train with at no cost to the Village; and

WHEREAS, the Village's public safety departments will benefit from training with the property owned by 400 Roselle LLC; and

WHEREAS, both parties agree to the terms and conditions set forth in the license agreement for training at 439 E. Lawrence, Roselle as described in Exhibit A.

NOW, THEREFORE, be it resolved by the Mayor and Board of Trustees of the Village of Roselle that the Mayor is hereby authorized to sign and the Village Clerk is hereby directed to attest that the license agreement for 439 E. Lawrence, Roselle between the Village of Roselle and 400 Roselle LLC, which is attached hereto and incorporated as fully set forth as Exhibit A.

ADOPTED this ____ day of _____, 2019

AYES:

NAYS:

ABSTAIN:

ABSENT:

Andrew J. Maglio, Mayor

ATTEST:

Patricia Burns, Village Clerk

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) made and entered into this 11th day of November, 2019, by and between **400 ROSELLE LLC**, an Illinois limited liability company (“Licensor”) and **VILLAGE OF ROSELLE** (“Licensee”).

RECITALS:

A. Licensor is the owner of certain real estate improved with an unoccupied building commonly known as 439 E. Lawrence, Roselle, Illinois (“Licensor’s Property”).

B. Licensee desires to utilize Licensor’s Property for training exercises namely: building searches, hose line advances, interior wall and door breaching and similar activities (“Training Exercises”).

C. In order to accommodate Licensee, Licensor has agreed to grant Licensee a license to perform Training Exercises on Licensor’s Property as fully hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, it is hereby agreed as follows:

1. **Grant of License.** Shall be from the date of the execution hereof, until Licensor provides 1 day prior written notice (Termination Notice) to Licensee that the License Agreement is terminated and subject to Licensee’s compliance with all of the terms and conditions set forth herein, Licensor hereby agrees to provide Licensee access to Licensor’s Property to permit Licensee to engage in Training Exercises.

2. **Prohibited Activities.** Licensee’s activities shall specifically be limited to the Training Exercises and shall expressly exclude any burning within or about the Licensor’s Property

or any activity which materially impacts the exterior and/or structure of the building located thereon.

Licensee may damage only the interior walls, doors, and other elements so long as it doesn't materially impact the exterior and/or structure of the building located thereon.

3. **Indemnity.** Any entry onto Licensor's Property by Licensee, pursuant to the within Agreement shall be undertaken by Licensee at Licensee's sole risk, cost, and expense, and Licensee hereby waives any rights it may have against Licensor for any special, consequential, incidental, or actual damages arising from the exercise of the rights under this Agreement. Licensee hereby agrees to indemnify, defend, and hold harmless Licensor from any and all claims, demands, causes of action, liens, damages, costs, expenses, losses, and liabilities (including reasonable attorney's fees and disbursements), arising out of bodily injury or property damage related to Licensee's entry on Licensor's Property or the performance of any activity by Licensee pursuant to this Agreement.

4. **Insurance.** During the term of this Agreement, Licensee shall furnish or cause to be furnished to Licensor written evidence of commercial general liability insurance coverage in form and substance acceptable to Licensor.

5. **Compliance with Law.** Licensee shall obtain at its sole cost and expense all governmental permits and authorizations which may be required in connection with Licensee's activities under this Agreement. Licensee shall comply with all applicable governmental laws, regulations, rules, codes, and requirements relating to Licensee's activities pursuant to this Agreement. During the term hereof, Licensee shall not do or permit anything to be done upon Licensor's Property which in any way shall violate any federal, state, or municipal law, ordinance, or regulation, or which shall create a nuisance or commit waste thereon.

10. **Notices.** All notices, requests, demands or other communications hereunder will be in writing and deemed given (i) when delivered personally, (ii) when confirmation of delivery

has been received if sent via facsimile, (iii) when deposited to be sent via a nationally-recognized overnight courier keeping receipts of delivery, service prepaid or billed to sender, or (iv) on the day said communication is deposited in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to LICENSOR:

400 Roselle LLC
2500 W. Highland, Suite 103
Lombard, IL 60148
Attn: Tim Knudson

If to LICENSEE:

Village of Roselle
31 S. Prospect St.
Roselle, Illinois 60172
Attn: Mathew Coppock - Battalion Chief of Training

or at such other addresses as any party, by written notice in the manner specified above to the other party hereto, may designate from time to time. Unless otherwise specified to the contrary in this Agreement, all notices will be deemed to have been given upon receipt (or refusal of receipt) thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement upon the date and year first written.

LICENSOR:

400 ROSELLE LLC, an Illinois limited liability company

By: _____

LICENSEE:

Village of Roselle

By: _____