

**VILLAGE OF VERNON HILLS
RESOLUTION 2024-007**

A RESOLUTION APPROVING A POLE, CAMERA, AND SOLAR PANEL LICENSE AGREEMENT WITH A&J VERNON HILLS, LLC

WHEREAS, the VILLAGE OF VERNON HILLS, Lake County, Illinois (the “Village”) is a home rule municipality, pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the Village and its Police Department place a high priority on utilizing effective techniques to aid in the investigation and deterrence of crime in the Village, including the use of advancing technology in the area of law enforcement, to ensure the safety of the Village’s residents and businesses; and

WHEREAS, the Village desires to enhance its ability to detect and deter crime and aid in criminal investigations by the installation and use of a solar-powered security camera and supporting devices (“the Equipment”) at a shopping center located within the Village at 701 N. Milwaukee Ave, Vernon Hills, Illinois 60061 ; and

WHEREAS, the installation, maintenance and use of these devices is achieved by entering into a license agreement with A&J Vernon Hills , LLC., the owner of the premises upon which the Equipment will be located; and

WHEREAS, the Village is empowered to enter into such an agreement, and to approve the expenditure of funds in which to install and maintain said Equipment, pursuant to its home rule powers and contracting authority provided by Article VII, Section 6 of the Illinois Constitution of 1970, and finds that entering into this agreement is in the best interests of the Village.

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

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The President and Board of Trustees of the Village Vernon Hills authorize the approval of the attached “POLE, CAMERA, AND SOLAR PANEL AGREEMENT” (the “Agreement”), (**Exhibit “A”**) to be entered into with A&J Vernon Hills, LLC, for the installation, maintenance and use of a security camera and associated solar power and mounting devices at the property at 701 N. Milwaukee Ave, Vernon Hills, Illinois 60061.

SECTION 3: The President and Board of Trustees of the Village of Vernon Hills authorize and direct that the Village President, Village Manager, or the Chief of Police, to execute said Agreement, and to execute and deliver all other instruments, payments, and documents that are necessary to fulfill the Village’s obligations under the documents.

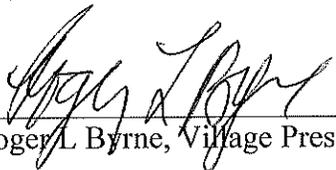
Dated this 5th day of March, 2024

Adopted by roll call vote as follows:

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

NAYS: 0 - None

ABSENT AND NOT VOTING: 1 - Takaoka

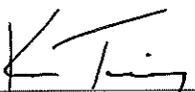


Roger L. Byrne, Village President

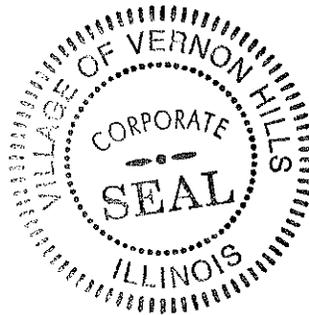
PASSED: 03/05/2024

APPROVED: 03/05/2024

ATTEST: 03/05/2024



Kevin Timony, Village Clerk



POLE, CAMERA, AND SOLAR PANEL AGREEMENT

THIS LICENSE AGREEMENT ("Agreement"), made and entered into this 5th day of March, 2024, by and between A&J Vernon Hills, LLC whose address or principal place of business is 814 Commerce Drive, Suite 300 in Oak Brook, IL 60523 (hereinafter referred to as "**Licensor**") and the **Village of Vernon Hills** (hereinafter referred to as "Village") whose address or principal place of business is 290 Evergreen Dr., Vernon Hills, Illinois 60061 hereinafter referred to as "**Licensee**".

In consideration of the mutual promises hereunder, the parties agree as follows:

1. Licensor hereby grants Licensee a non-exclusive license to install a pole, camera, and solar panel ("Licensed Purpose") in the area located at 701 N. Milwaukee Ave, Vernon Hills, Illinois 60061 and delineated on the site plan attached hereto and made a part hereof as Exhibit A ("Licensed Premises"). Only a license to install and maintain the pole, camera, and solar panel is granted hereby.
2. The use of the Licensed Premises by the Licensee for the Licensed Purpose shall be free of charge.
3. This Agreement shall commence on the 5th day of March, 2024 and shall automatically renew annual every year thereafter provided no party has terminated this Agreement upon thirty (30) days written notice.
4. Upon termination of this Agreement, Licensee shall remove all of the improvements from the Licensed Premises within 30 days and repair any damage to the Licensed Premises caused as result of the removal.
5. Notices shall be sent by U.S. registered or certified mail, return receipt requested, and shall be deemed effective upon posting in the U.S. mail depository with sufficient postage attached thereto. Notices shall be sent to the following addresses:

Licensor: A&J Vernon Hills, LLC
c/o Pine Tree Commercial Realty, LLC
Attn: EVP, Property Operations
814 Commerce Drive, Suite 300
Oak Brook, IL 60523

Licensee: Village of Vernon Hills
Attn: Village Manager, Kevin Timony
290 Evergreen Dr.
Vernon Hills, Illinois 60061

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6. Licensor warrants and represents to be the owner of, or the authorized representative or agent of the owner of, the Licensed Premises with full power and authority to execute this Agreement.
7. To the extent authorized by law, Licensee shall indemnify, save and hold harmless Licensor and Tenant and both of their employees, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of the use of the Licensed Premises by Licensee, or any act or omission by Licensee, or its employees, agents, or assignees pursuant to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

LICENSOR:

A&J Vernon Hills, LLC
Pine Tree Commercial Realty, LLC, as agent for owner

By 
Print Name: Jennifer Costa
Title EVP, Property Operations

LICENSEE:

VILLAGE OF VERNON HILLS



Roger Byrne-Village President

**EXHIBIT A
SITE PLAN**

