

VILLAGE OF VERNON HILLS
RESOLUTION 2022-026

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
FOR OPERATING CONCESSIONS AT THE VERNON HILLS ATHLETIC COMPLEX (VHAC)
WITH BOBO'S CITY GYRO'S, INC.**

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 of Vernon Hills supports the offering of certain youth sports options in the community; and

WHEREAS, the Village owns and operates the athletics facility known as the Vernon Hills Athletic Complex (the "VHAC"); and

WHEREAS, Bobo's City Gyro's, Inc. ("Bobo's") has requested to operate the concessions stand during various events that take place at the VHAC; and has requested that the Village approve a license agreement with it to perform these services; and

WHEREAS, the Village would like to enter into said license agreement with Bobo's to perform these services, which will benefit the users of the VHAC; and

WHEREAS, the United States National Park Service, an entity with review and approval rights over all agreements regarding the VHAC, must review said agreement with Bobo's City Gyro's, Inc.; and

WHEREAS, the Village agrees to any revised terms suggested by the United States National Park Service; and

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

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: That the Village Manager is authorized to sign a license agreement with Bobo's City Gyro's, Inc. for the operation of the concessions stand at the VHAC, as hereinafter described in the agreement attached hereto as **Exhibit A**, subject to review and approval of the agreement by the United States National Park Service.

Dated the 6th of September, 2022.

Adopted by roll call votes as follows:

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

NAYS: 0 - None

ABSENT AND NOT VOTING: 1 - Byrne


Thom Koch Jr., Chairman Pro Tem

PASSED: 09/06/2022
APPROVED: 09/06/2022
ATTEST: 09/06/2022

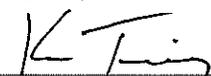

Kevin Timony, Village Clerk



Exhibit A
License Agreement

**2022-2023 VERNON HILLS ATHLETIC COMPLEX
CONCESSION LICENSE AGREEMENT**

THIS 2022 CONCESSION LICENSE AGREEMENT (“License”) is made and entered into this 16th day of September 2022 between the Village of Vernon Hills (“VILLAGE”) and Bobo’s City Gyro’s, Inc., (“CONCESSIONAIRE”), an Illinois corporation.

WHEREAS, the Village owns the Vernon Hills Athletic Complex (“Premises” and also referred to as “VHAC”) located at 313 Nike Parkway, Vernon Hills, Illinois; and

WHEREAS, the Village wants to furnish or cause to be furnished concession services at the VHAC during various events that take place at the Premises; and

WHEREAS, Concessionaire is an entity which seeks to operate the concession stand at the VHAC on certain occasions, including weekend tournaments and other scheduled events; and

WHEREAS, the provision of concession services at the VHAC will benefit both the Village and the participants at events at the VHAC; and

NOW, THEREFORE, for and in consideration of the mutual benefits to the parties herein contained and for good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **CONCESSION.** Concessionaire shall have the right to operate and manage a food and beverage service concession at the Premises (“Concession Stand”) within the existing concession building (“Concession Building”) within the Premises during weekend baseball, softball, soccer and other tournaments, and other events held at the Premises, subject to the limitations contained in Section 3, below. There shall be no commissions or other fees paid by any person or entity to any person or entity as a fee for arranging this License.
2. **TERM.** This License shall commence on the date first above written and shall continue in full force and effect through the end of the 2023 Spring Athletic Season at the Premises, ending on June 30, 2023. The Concession Stand shall open no earlier than the 1st day of April and close no later than the 31st day of October for each year of the Term (“Season”). These dates may change based on weather conditions and the schedule of events at the Premises for a particular year upon mutual agreement of the parties. The Village reserves the right to extend the term of this Agreement for the Fall 2023 and Spring 2024 Athletic Seasons, at the sole discretion of the Village, and upon mutual agreement of the Parties.
3. **RIGHT TO OPERATE CONCESSION STAND.** Concessionaire shall be the operator of the Concession Stand during any and all events at the Premises, subject to the conditions set forth in this License. Concessionaire recognizes that from time to time the Village of Vernon Hills, Vernon Hills Park District, and certain school districts may have special events, tournaments, fundraisers, or other activities at the Premises. In those instances, the Village of Vernon Hills, Vernon Hills Park District, or school districts will notify Concessionaire of the

At all times the sale of food, beverage and any other items shall be made from within the Concession Building and not in the Concession Area or any other area of the Premises.

4. **HOURS OF OPERATION.** The hours and days of operation of the Concession Stand shall be based on the schedule of events at the Premises and upon agreement of the Parties. Concessionaire shall provide concession services during all events held at the Premises, subject to the limitations in Section 3 above.
5. **ALCOHOLIC BEVERAGES.** Concessionaire shall not serve, sell, or distribute any alcoholic beverages through the Concession Stand, or store any alcoholic beverages in the Concession Building, or at any other locations on the Premises.
6. **UTILITIES.** The Village will provide electrical, water and sewer services and connections, as well as scavenger service at the Premises. Notwithstanding the foregoing, cleaning responsibilities and common area cleanup within fifty (50) feet of the Concession Building ("Concession Area") shall be the responsibility of Concessionaire, or the Alternate Concessionaire, pursuant to the terms of Section 7 below.
7. **CLEAN-UP.** Concessionaire, during and after each event at which it operates the Concession Stand, shall be responsible for cleaning and maintaining the Concession Area. This requires specifically that all countertops, cabinets, floors, and equipment are all cleaned after each event such that the Concession Building and Concession Area meets the health department requirements of the County of Lake and cleanliness requirements of the Village. Clean up includes removal in the Concession Area of all litter, papers, cups, food containers, etc., provided by Concessionaire through its concession operations, as well as all other litter. In addition, Concessionaire shall be responsible to remove all equipment and materials that are prohibited from being located in the Concession Building, including flammable materials. No equipment of any kind shall be left outside the Concession Building. The Village shall have the right but not the duty to remove and dispose of any material or equipment that is left in the Concession Building or around the Concession Area premises after each event is over, and at the end of each Season. Failure of Concessionaire to adequately maintain and keep clean the Concession Building and Concession Area, or failure of any Lake County Health Department inspection shall be considered a default under this License and may result in termination of this License Agreement.
8. **PAYMENT FOR REPAIRS AND DAMAGE.** Concessionaire shall be responsible for all costs incurred by the Village as a result of Concessionaire's actions and inactions, including attorneys' fees and court costs.
9. **EQUIPMENT.** The Parties acknowledge that the following Equipment was previously placed in the Concession Stand: 1) refrigerator, 2) one or more microwaves, and 3) one popcorn machine ("Equipment"). The Parties also acknowledge that the equipment to be used by Concessionaire is the property of the Village. If Concessionaire intends to utilize the Equipment to operate the Concession Stand, it shall be responsible for all maintenance, repair and replacement therefor. All Equipment, as well as any additional equipment brought to the Concession Area by Concessionaire shall meet applicable safety and health regulations,

(\$2,000,000) aggregate coverage and naming the Village of Vernon Hills, its elected officials and employees as additional insured parties on a primary and non-contributory basis, and Workers' Compensation Insurance with limits as required by statute, with a waiver of the right to subrogation against the Village for any and all claims, unless otherwise agreed to in writing by the Village. Concessionaire shall provide evidence of and maintain the foregoing insurance coverage during each Season of the entire Term of this License and shall name the Village, its elected officials and employees as additional insured parties on a primary and non-contributory basis as additional insureds on all insurance policies. Failure to maintain insurance at any time during the term of this License shall be a default of this License. Concessionaire shall have no right to enter the Concession Stand and the Village is authorized to withhold keys to the Concession Building unless and until written proof is provided to the Village that the Village its elected officials and employees are named insured on the required insurance policies.

13. **STATEMENT OF SALES.** Upon request, Concessionaire will provide the Village with an accounting of sales within seven (7) business days of the Village request. The Village shall be allowed to inspect the Concessionaire books and records related to the finances associated with the operation of the concession stand any time upon reasonable notice. Failure to submit an accounting of sales to the Village upon request or to provide access to Concessionaire's financial books shall constitute a Default (as defined below) hereunder.
14. **TAXES.** The Village is not considered to be making any sales out of the Concession Stand. It shall be Concessionaire's sole duty and responsibility as a private, for-profit entity to collect and remit all applicable sales taxes when required by State law to do so. Failure to pay sales taxes in any amount shall be considered a default of this Agreement.
15. **INDEMNIFICATION.** To the fullest extent permitted by law, Concessionaire shall indemnify the Village and defend and hold the Village and its respective commissioners, officers, employees, volunteers and agents (each individually referred to as an "Indemnatee"), forever harmless from and against any and all loss, costs, damages and expenses, including without limitation, court costs and attorneys' fees, which any Indemnatee may suffer, incur or sustain, or for which any indemnitee may become liable by reason of a lawsuit or claim for compensation arising from any person including, without limitation, the employees, volunteers, officers, independent contractors or subcontractors of Concessionaire or the Village, on account of the injury to or the death of any person(s), or the loss or damage of any property arising out of incident to, resulting directly or indirectly from, or in connection with the breach by Concessionaire of any provision of this License and the exercise by Concessionaire of the rights and privileges granted to Concessionaire and the performance of any obligations undertaken by Concessionaire under this License, whether such loss, damage, injury or liability is contributed to by the negligence of any Indemnatee or by Village property itself or equipment or improvement thereon, whether latent or patent, or from other causes whatsoever, except that Concessionaire shall have no liability for damages or costs incident thereto caused by the sole negligence of an Indemnatee.
16. **TERMINATION.** This License may be terminated by the Village during the Term for any reason upon seven days written notice. In the event the Village terminates this License, the

- a. No Waiver. The failure of either party to enforce at any time or for any period of time any of the provisions of this License shall not be construed as a waiver of such provisions or of the right of the party thereafter to enforce each and every such provision.
- b. Notices. Any such notice required or permitted to be given hereunder shall be sufficient if in writing and delivered personally or sent by certified or registered mail:

If the Village:

Village of Vernon Hills
290 Evergreen Drive
Vernon Hills, IL 60061
Attention: Village Manager

If to Concessionaire:

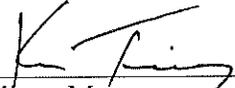
Bobo's City Gyro's, Inc.
c/o: Farid Zahra
280 Hawthorn Village Commons
Vernon Hills, Illinois 60061

- c. Choice of Law and Venue. It is understood and agreed that the construction and interpretation of this License shall at all times and in all respects be governed by the laws of the State of Illinois, without giving effect to the conflict of law provisions thereof. Venue of any action brought shall be exclusively in the Circuit Court of Lake County, Illinois, or the U.S. District Court of the Northern District of Illinois.

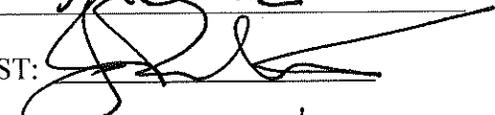
21. **MISCELLANEOUS.**

- a. Concessionaire agrees to comply and to cause employees to comply fully with the Federal Equal Employment Opportunities Act and the State Human Rights Act and with all applicable rules and regulations promulgated thereunder, including but not limited to Title VI of the Civil Rights Act of 1964, and all amendments made thereto, and Concessionaire represents certifies and agrees that no person shall be denied or refused service nor denied employment opportunities by Concessionaire on the basis of race, creed, color, religion, sex, national origin or ancestry, citizenship status, age, physical or mental handicap or disability or association with a person with a disability, marital status, military status, or an unfavorable discharge from military service.
- b. Concessionaire hereby agrees that this License includes by references those covenants and conditions as contained in the quit claim deeds from the United States of America to the Village of Vernon Hills dated August 28, 2001, and agrees to be bound by said covenants therein. This agreement is subject to all rights of the United States of America, and it is subject to all agreements between the Village and the United States of America.

VILLAGE OF VERNON HILLS

By: 
Village Manager

Date: 9-16-22

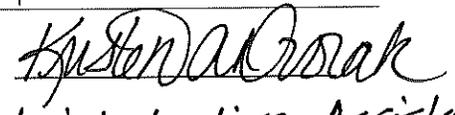
ATTEST: 

Title: ASSISTANT VILLAGE
MANAGER

BOBO'S CITY GYROS, INC.

By: 
Title: owner

Date: 9-16-22

ATTEST: 

Title: Administrative Assistant
9/16/2022