

**VILLAGE OF VERNON HILLS
RESOLUTION 2023-033**

A RESOLUTION AUTHORIZING APPROVAL OF A LICENSE AGREEMENT WITH LOWE'S HOME CENTERS, LLC TO INSTALL AND MAINTAIN A POLE, CAMERA, AND SOLAR PANEL IN THE AREA LOCATED AT 1660 NORTH MILWAUKEE AVENUE, VERNON HILLS, ILLINOIS

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 is responsible for the maintenance of its infrastructure; and

WHEREAS, the Village has identified the need for the installation of a pole, camera, and solar panel in the area located at 1660 N. Milwaukee Ave; and

WHEREAS, Lowe's Home Centers, LLC wishes to enter into an agreement with the Village to establish an understanding of each entities responsibilities; and

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

THAT, The Village President is hereby authorized to execute the license agreement with Lowe's Home Centers, LLC.

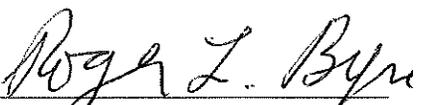
Dated the 5th day of September, 2023.

Adopted by roll call votes as follows:

AYES: 5 – Oppenheim, Forster, Schenk, Koch, Byrne

NAYS: 0 - None

ABSENT AND NOT VOTING: 2 – Marquardt, Takaoka

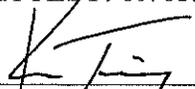


Roger L. Byrne, Village President

PASSED: 09/05/2023

APPROVED: 09/05/2023

ATTEST: 09/05/2023



Kevin Timony, Village Clerk



**EXHIBIT A
LICENSE AGREEMENT**



Lowe's Home Centers, LLC 1000 Lowe's Boulevard Mooresville, NC 28117
704-758-1000

September 5, 2023

Via email to:

Village of Vernon Hills Police Department
754 Lakeview Parkway
Vernon Hills, IL 60061
Attention: Patrick Kreis

Re: Limited Site Access License to Property depicted on the attached **Exhibit A** (the "**Property**") granted by Lowe's Home Centers, LLC, a North Carolina limited liability company ("**Licensor**") and Village of Vernon Hills, an Illinois Municipal Corporation ("**Licensee**").

To Licensee:

In consideration of flock camera services to be performed at the Property by Licensee, Licensor hereby grants a temporary, exclusive terminable license to Licensee to enter upon the Property for the limited purposes set forth in this license agreement (this "**License Agreement**"), subject to the terms and conditions hereof.

1. **Term:** The term ("Term") of this License Agreement shall begin on the date that this Agreement is signed by both Licensor and Licensee and shall continue for so long as Lowe's is the owner of the property located at 1660 N Milwaukee Ave, Vernon Hills, IL (the "Lowe's Property"). Notwithstanding the foregoing, Licensor shall have the right to terminate this License Agreement by providing a written notice to Licensee of such election to terminate, and thereafter, this License Agreement shall automatically terminate thirty (30) days after the date such notice is sent to Licensee.

2. **Grant of Access and Related Conditions.** During the Term of this License Agreement, Licensee and its employees, including its agents, representatives and reputable licensed and adequately insured contractors (with agents, representatives and contractors collectively being referred to as "**Contractor**"), may enter upon the Property solely for the purpose of installation and maintenance (at its sole cost and expense) by Licensee and/or Contractor to the flock camera system located on the Property as depicted on Exhibit A ("Flock Camera System"), and use of each such flock camera system in connection with Licensee's use of or work at the Property; provided that:

- a) There shall be no disturbance or interference with Licensor's business at the Property or the use and occupancy of the Property by Licensor, any tenants or subtenants at the Property, or their respective agents, employees, or guests. Licensor may from time to time establish reasonable rules of conduct for Licensee and Contractor in furtherance of the foregoing;
- b) Licensor reserves the right to be present, itself or through its employee or other agent, at the Property during such entry;
- c) After the initial installation is complete, Licensee and Contractor shall not perform any invasive work at the Property unless previously approved by Licensor;
- d) Licensee shall promptly repair any damage to the Property resulting from the performance of any work by Licensee or Contractor. Any restoration work remaining to be completed after fifteen (15) days following termination of this License Agreement may, at the option and in the sole discretion of Licensor, be completed by Licensor after giving Licensee written notice with a minimum of five (5) business days within which to cure.

(e) Licensee and Contractor shall comply with any federal, state, or local law, regulation, or ordinance applicable to any activity in which they engage while on the Property. Licensee shall not employ anyone or any company that may cause any jurisdictional or other dispute at the Property. All work at the Property shall be performed in a good and workmanlike manner in accordance with applicable laws;

(f) All activities performed by Licensee and Contractor on the Property shall be at Licensee's sole cost and expense. Licensee shall not allow such entry or work to result in liens, judgments, or other encumbrances being recorded against the Property. Nothing contained in this License Agreement shall be construed in any way as consenting to allow or authorizing Licensee to subject the Property or the interest or estate of Licensor to any lien or charge related to the work contemplated by this License Agreement. Licensee shall immediately discharge of record any such lien, judgment, or other encumbrance at Licensee's sole cost and expense. This Paragraph 1(g) shall survive the termination of this License Agreement;

(g) Contractor shall be a reputable firm duly licensed under applicable state laws, if required.

(i) No work by Licensee or Contractor at the Property shall affect the structure or systems of the Property;

(h) Licensee shall indemnify, defend, and hold harmless Licensor and Licensor's shareholders, officers, directors, trustees, partners, principals, members, employees, agents, affiliates, representatives, contractors, accountants, contractors, and attorneys or other advisors, and any successors or assigns of the foregoing, from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, without limitation, costs and reasonable attorneys' fees), suffered or incurred by Licensor or any indemnified party arising out of or in connection with: (i) any violation of, or failure to comply with, the provisions of this License Agreement by Licensee and/or Contractor; (ii) any activity conducted by Licensee or Contractor in connection with this License Agreement; or (iii) the exercise of Licensee's rights under this License Agreement, except to the extent such losses, costs, damages, liens, claims, liabilities, or expenses are caused by an existing condition at the Property or are caused by the gross negligence or willful misconduct of any indemnified party. The indemnification under this Paragraph 1(j) shall survive the termination of this License Agreement;

(i) Upon completion of the inspection, Licensee shall deliver, at no cost to Licensor, any reports obtained by Licensee, if required or upon request by Licensor.

Design and Location of Flock Camera System. The Flock Camera System on the Property shall be constructed by Grantee in the approximate location and design indicated on Exhibit A.

3. **Events of Default.** An event of default under this License Agreement shall include any violation of the terms of this License Agreement by Licensee or Contractor or the breach of any covenant by Licensee and such failure continues for a period of fifteen (15) days after receipt of written notice thereof from Licensor, provided however, that if the nature of such failure is such that the same cannot reasonably be cured within said fifteen (15) day period (an "Event of Default"). Licensee shall have no rights under this License Agreement if and for so long as Licensee is in an Event of Default under this License Agreement. This License Agreement shall, at the election of Licensor, terminate upon the Event of Default by Licensee.

4. **No Licensor Representation or Warranty and Licensee Waiver.**

(a) Licensee acknowledges and understands that Licensor makes no representation or warranty whatsoever, express or implied, with respect to the Property including, without limitation, any hazards or dangers found at the Property. Licensee understands and acknowledges that it enters the Property at its own risk.

(b) Licensee hereby releases Licensor from all claims asserted against or incurred by Licensee that may arise from Licensee's access to and work on the Property pursuant to this License Agreement.

(c) Licensor's approval of any matter under this License Agreement shall not constitute an opinion or agreement by Licensor that the same is in compliance with applicable laws or adequate for the purposes specified.

5. **Miscellaneous.**

(a) The terms and conditions of this License Agreement shall apply to Licensee and its representatives and their directors, officers, employees, agents, successors, and Contractor. Licensee may not assign its rights under this License Agreement without Licensor's written consent, which may be withheld or refused in Licensor's sole and absolute discretion. Any change in control of Licensee constitutes an assignment for purposes of this License Agreement.

(b) This License Agreement shall:

- (i) only be amended by an agreement in writing, signed by both parties;
- (ii) be governed by and interpreted in accordance with the laws of the state in which the Property is located;
- (iii) be construed without regard to any presumption or other rule requiring construction against the drafter of this License Agreement; and
- (iv) not be recorded in the public records, with any such recording being a material default rendering the License Agreement voidable by Licensor.

(c) No waiver by either party of any failure to comply with this License Agreement shall be deemed a waiver of any other or subsequent failure to so comply.

(d) If any provision of this License Agreement or its application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this License Agreement, or its application to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this License Agreement shall be valid and enforceable as permitted by law.

(e) This License Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, with all such counterparts together constituting one and the same instrument.

(f) All notices, consents, waivers, and other communications under this License Agreement must be in writing and shall be deemed to have been duly given when: (a) delivered by hand (with written confirmation of receipt); (b) received by the addressee, if sent by certified or registered mail, return receipt requested or by a nationally recognized overnight delivery service (receipt requested):

To Licensor:	Lowe's Home Centers, LLC 1000 Lowe's Boulevard Mooresville, NC 28117 Attn: Property Management (PMT62)
with a copy to:	Lowe's Home Centers, LLC 1000 Lowe's Boulevard Mooresville, NC 28117 Attention: Legal Department – Real Estate (LGL)
To Licensee:	Village of Vernon Hills Police Department 754 Lakeview Parkway Vernon Hills, IL 60061-1834 Attention: Patrick L. Kreis

(g) Any party may change its address for purposes of Paragraph 4(f) by giving written notice as provided in Paragraph 4(f). All notices and demands delivered by a party's attorney on a party's behalf shall be deemed to have been delivered by said party. Notices shall be valid only if served in the manner provided in Paragraph 4(f).

(h) Intentionally Omitted.

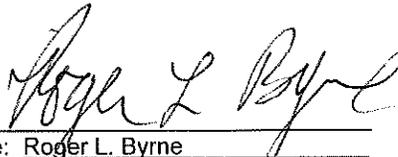
(i) The parties may convert this License Agreement into an electronic record and in the event of any dispute involving this License Agreement, a copy of such electronic record may serve as the original. The parties consent to conducting business via electronic transactions and recognize the validity, enforceability and admissibility of any electronic record or any electronic signature created in connection with this License Agreement. An electronic record of this License Agreement and any electronic signature made in connection with this License Agreement shall be deemed to have been signed by hand by the parties.

(j) The terms of this License Agreement will not be binding and effective upon Licensor unless and until an authorized representative of Licensee executes this License Agreement and returns a copy to Licensor.

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

LICENSEE:

Village of Vernon Hills

By: 
Name: Roger L. Byrne
Title: Village President

LICENSOR:

Lowe's Home Centers, LLC
a North Carolina limited liability company

By: _____
Name:
Title:

LICENSEE:
Village of Vernon Hills

By: _____
Name: _____
Title: Village President

LICENSOR:
Lowe's Home Centers, LLC
a North Carolina limited liability company

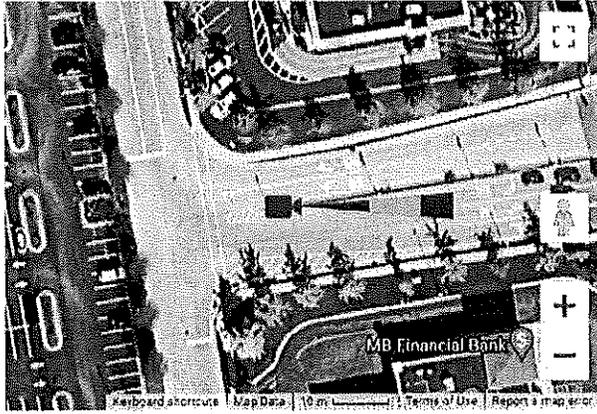
By: Richard Goodman
Name: Richard J. Goodman
Title: Vice President, Retail Facilities, Construction & Property Management

LA KBH K Y
RET KSC MK

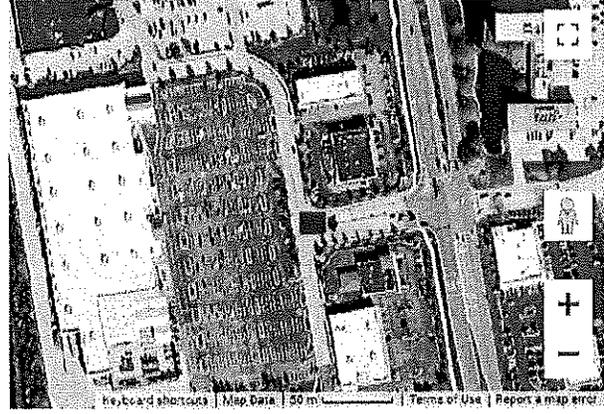
Exhibit A to License Agreement

The Property

Address



Distance: 2.9 ft.



Streetview



Solar



1640 N Milwaukee Ave, Vernon Hills, IL 60061, USA (42.25535377098004,-87.94848017818828)

Exhibit A-1

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D

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NOTES:

1. POLE IS BREAKAWAY 2.875" (73mm) IN DIAMETER 6063-T52 ALUMINUM WITH WALL THICKNESS .003" (0.16mm) AS PER 12/16/2007 FHWA LETTER.

2. THE PANEL ASSEMBLY MAY NOT EXCEED TWO BATTERY PACKS.

3. MAX TOTAL WEIGHT OF ASSEMBLY IS 30.8 LBS (13970.63 GRAMS).

REVISION HISTORY				
REV.	DESCRIPTION	DATE	APPROVED	
A	INITIAL DRAWING	10/25/2000		

BOM				
PART	PART NUMBER	QTY	UNITS	DESCRIPTION
1	POLE ASSEMBLY	1	EA	2.875" x 148" F
2	POLE DETAIL	1	EA	2.875" x 148" F
3	POLE BRACKET	1	EA	2.875" x 148" F
4	POLE BRACKET	1	EA	2.875" x 148" F
5	POLE BRACKET	1	EA	2.875" x 148" F

FOUNDATION SPECIFICATIONS				
TYPE	V. MAX. (INCH)	CASION G (IN)	CASION H (IN)	SOLAR PANEL ELEVATION FROM GRADE (FT MAX)
1*	85	8	24	10
2	110	12	30	10
3	150	12	36	10
4	150	16	48	10

<p>PROPRIETARY AND CONFIDENTIAL</p> <p>THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF FLOCK SAFETY, AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.</p>	<p>DESIGNED FOR FLOCK SAFETY (FORMERLY: FLOCK SAFETY) BY: [NAME] DATE: [DATE]</p>	<p>DRAWN BY: [NAME] CHECKED BY: [NAME] DATE: [DATE]</p>	<p>flock safety</p> <p>TOP POLE MOUNT - DOUBLE SOLAR PANEL WITH 2 EXTERNAL BATTERIES</p> <p>REV. 02 905-00005</p>
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