

**VILLAGE OF VERNON HILLS
RESOLUTION 2023-040**

**A RESOLUTION APPROVING A POLE, CAMERA AND SOLAR PANEL LICENSE
AGREEMENT WITH RICHPORT PROPERTY, LLC AND PORTILLOS HOT DOGS, 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 at the exterior of a local business located within the Village, to which the business welcomes and would like to grant the Village a license to do so; and

WHEREAS, the installation, maintenance and use of these devices is achieved by entering into a license agreement with Richport Property, LLC., the owner of the premises upon which the devices will be installed, and the tenant of the property, Portillos Hot Dogs, LLC.; 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 devices, 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 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 Richport Property, LLC. and Portillos Hot Dogs, LLC., for the installation, maintenance and use of a security camera and associated solar power and mounting devices at the property at 221 East Town Line Road, 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, the Village Clerk, the Village Manager, the Chief of Police, or

their designees, 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.

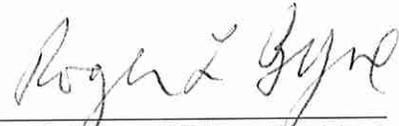
Dated this 21st day of November 2023

Adopted by roll call vote as follows:

AYES: 7 – Marquardt, Oppenheim, Takaoka, Forster, Schenk, Koch, Byrne

NAYS: 0 - None

ABSENT AND NOT VOTING: 0 - None



Roger L Byrne, Village President

PASSED: 11/21/2023

APPROVED: 11/21/2023

ATTEST: 11/21/2023



Kevin Timony, Village Clerk



EXHIBIT A

POLE, CAMERA, AND SOLAR PANEL AGREEMENT

POLE, CAMERA, AND SOLAR PANEL AGREEMENT

THIS LICENSE AGREEMENT ("Agreement"), made and entered into this 21st day of November, 2023, by and among **Richport Property, LLC** whose address or principal place of business is 18W140 Butterfield Rd., Ste. 940 Oakbrook Terrace, Illinois 60181 (hereinafter referred to as "**Licensor**"), **Portillos Hot Dogs, LLC** (hereinafter referred to as "**Tenant**") 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**".

RECITALS

- A. Licensor is the owner of real property located at 221 East Town Line Road, Vernon Hills, Illinois 60061 ("**Property**"), which is leased to Tenant.
- B. Licensee seeks a license from Licensor to permit Licensee to install a pole, camera and solar panel (collectively, the "**Camera**") on the Property.
- C. Licensor is willing to grant Licensee a license to install the Camera on the Property according to the terms of this Agreement.

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

1. The above recitals are hereby incorporated into this Agreement.
2. Licensor hereby grants Licensee a non-exclusive, non-perpetual, and limited license to install the Camera on the Property as 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 Camera is granted hereby ("**Licensed Purpose**"), and the parties do not intend to create a lease or any other interest in real property for Licensee through this Agreement.
3. The use of the Licensed Premises by the Licensee for the Licensed Purpose shall be free of charge.
4. Licensee shall be responsible, at its own cost and expense, for installing, maintaining and repairing the Camera, during the term of this Agreement. Licensee shall ensure that the operation of the Camera does not interfere with the business operations of the Tenant. Licensee shall remedy any issue with the operation of the Camera within five (5) business days of Licensee's receipt of a written demand from Licensor or Tenant identifying an issue with the Camera.
5. This Agreement shall commence on the 21st day of November, 2023 and shall automatically renew annual every year thereafter provided no party has terminated this Agreement upon thirty (30) days written notice.
6. This Agreement shall be revocable by any party to this Agreement at any time; provided that the terminating party delivers to the non-terminating parties thirty (30) days prior written notice of its election to terminate. Upon termination of this Agreement, Licensee

shall remove the Camera from the Licensed Premises within thirty (30) days, at Licensee's sole cost and expense, and repair any damage to the Licensed Premises caused as result of the removal, at Licensee's sole cost and expense, to the reasonable satisfaction of Licensor.

7. Notices shall be sent by U.S. registered or certified mail, return receipt requested, or by reputable overnight courier (e.g., Federal Express), and shall be deemed effective upon posting in the U.S. mail or overnight courier depository with sufficient postage attached thereto. Notices shall be sent to the following addresses:

Licensor: Richport Property, LLC
Attn: Gina Regnier
18140 Butterfield Rd., Ste. 940
Oakbrook Terrace, Illinois 60181

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

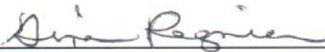
Tenant: Portillos Hot Dogs, LLC
Attn: Kelly Kaiser, General Counsel
2001 Spring Road, Suite 400
Oak Brook, IL 60523

8. 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.
9. Licensee shall promptly comply with all applicable laws and regulations of all state, federal, municipal, and local governments, departments, commissions and boards and any direction of any public officer pursuant to law (collectively, "Laws") having jurisdiction which shall impose any obligation or duty upon Licensor, Tenant, or Licensee with respect to the Licensed Purpose on the Licensed Premises.
10. Licensee shall not permit any lien to be recorded against Licensor's Property for any work performed by or through Licensee on the Property in connection with the installation, maintenance or removal of the Camera. If a lien is recorded against the Property, Licensee shall immediately cause the lien to be removed. To the extent authorized by law, Licensee shall indemnify, defend, save, and hold harmless Licensor and Tenant and their respective employees, officers, directors, members, partners, agents, affiliates, successors, and assigns 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. The indemnity obligations outlined herein shall survive any cancellation, expiration, or termination, for any reason, of this Agreement.

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

LICENSOR:

Richport Property LLC

By 
Print Name: Gina Regnier
Title Vice President

LICENSEE:

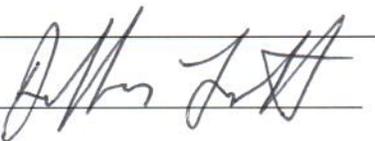
VILLAGE OF VERNON HILLS



Roger Byrne, Village President

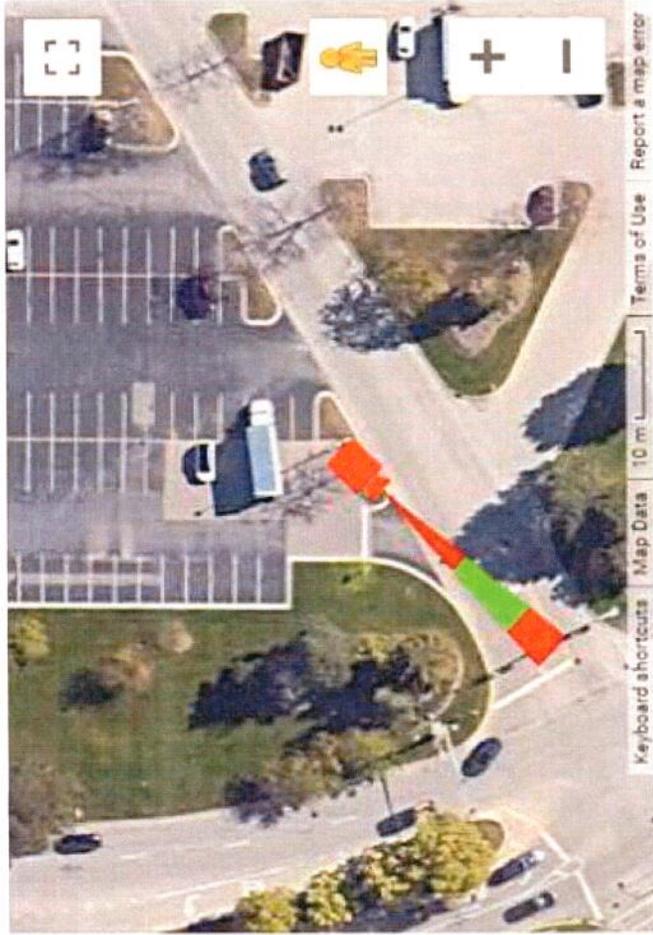
TENANT

PORTILLOS HOT DOGS, LLC

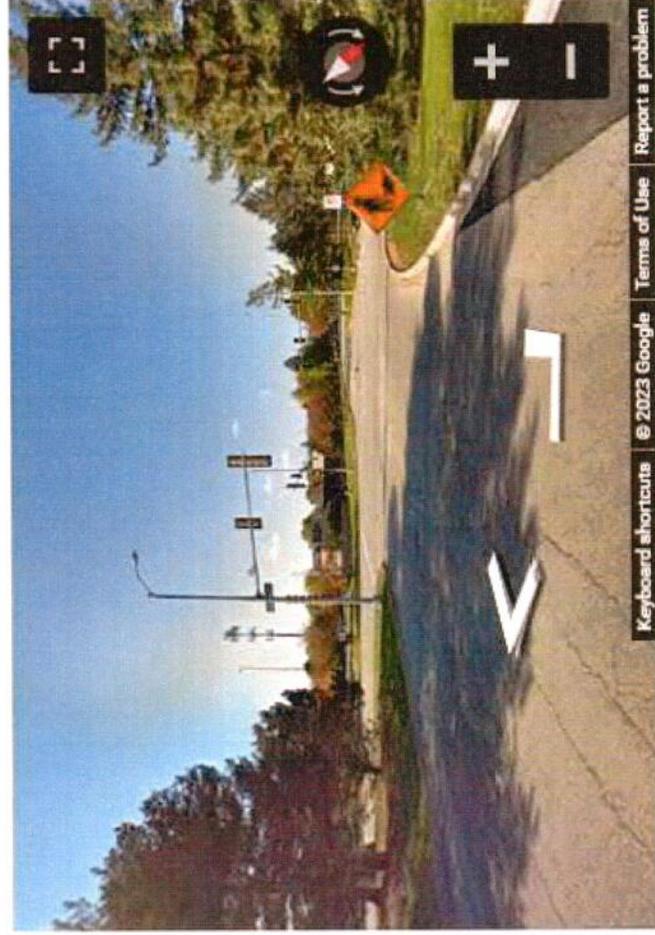
By 

Print Name: Jeffrey Levitt, Asset Protection Manager

EXHIBIT A
SITE PLAN



Streetview



Solar

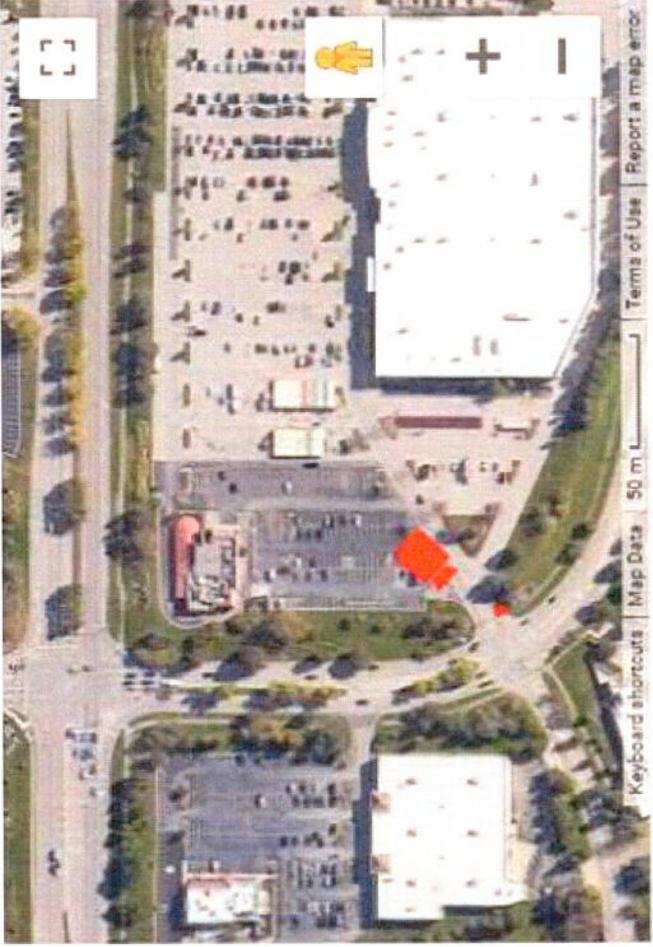
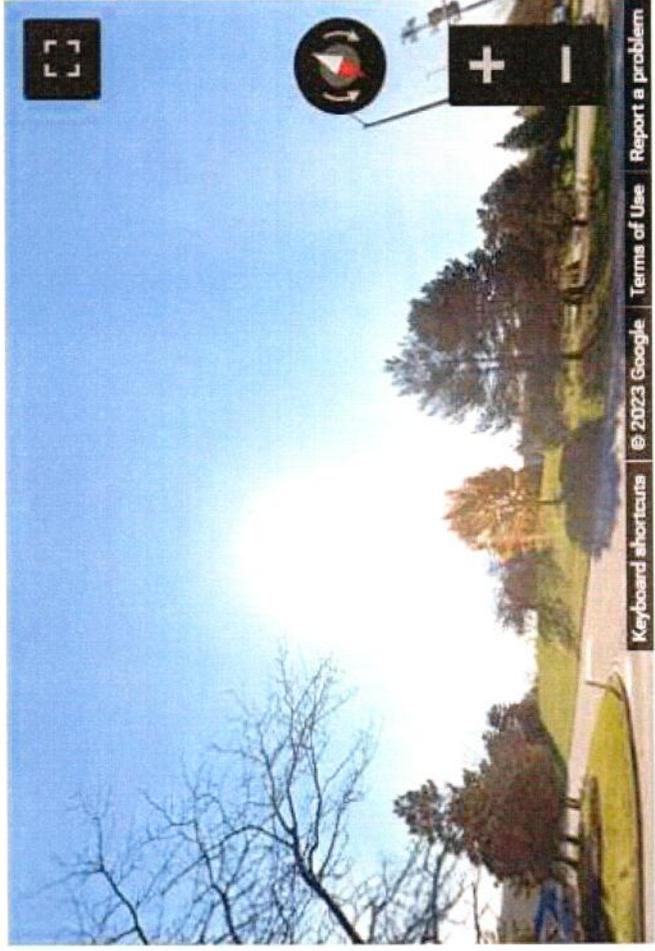
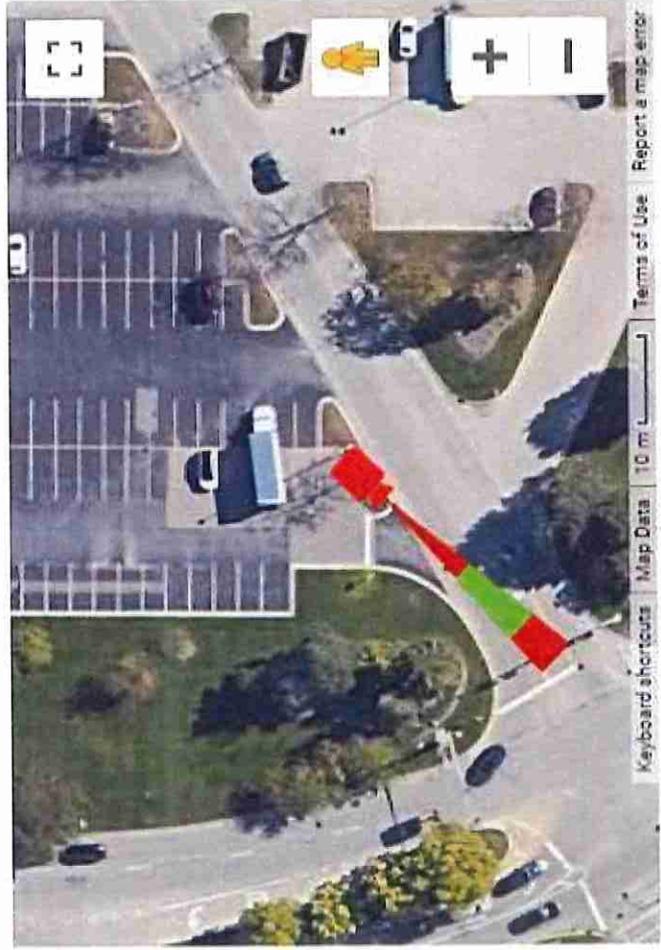


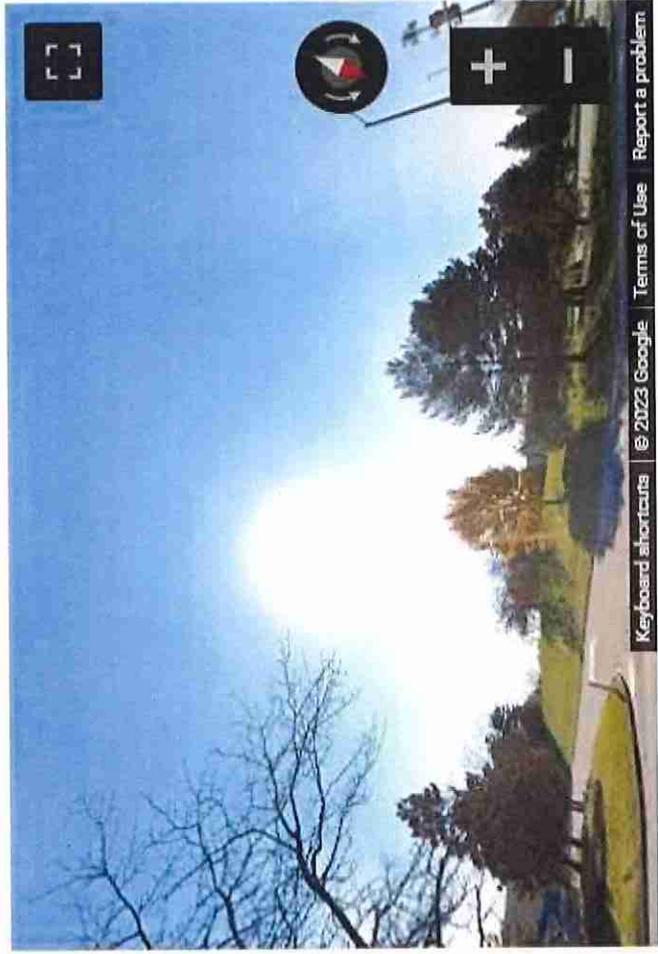
EXHIBIT A
SITE PLAN



Streetview



Solar



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